Indian and Northern Affairs Canada
Affaires indiennes et du Nord Canada

THE WESTERN ARCTIC CLAIM

THE INUVIALUIT FINAL AGREEMENT

Canada

85-0055/

Acrobatics
Helen Kalvak (1901-1984)
stonecut
Holman Island Collection, 1972/73, no.1

Helen Kalvak, one of the major graphic artists from Holman Island, has made a unique contribution to the visual history of the Inuvialuit people. Inspired by the vast store of legends she learned from her mother, she created some 3 000 drawings, prints of which have appeared in each Holman annual collection since 1965. Kalvak's work has been exhibited throughout Canada, the United States and Europe. She was elected a member of the Royal Canadian Academy of Arts in 1975 and appointed Member of the Order of Canada in 1978. "The Dance", a Kalvak print, was reproduced on a Canadian postage stamp in 1979.

THE WESTERN ARCTIC CLAIM

THE INUVIALUIT
FINAL AGREEMENT

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Hon. John C. Munro, P.C., M.P.,
Minister of Indian Affairs and
Northern Development
Ottawa, 1984
QS – 5201 – 001 – EE – A2

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INUVIALUIT FINAL AGREEMENT

BETWEEN:

The Committee for Original Peoples' Entitlement (hereinafter referred to as "COPE"), representing the Inuvialuit of the Inuvialuit Settlement Region

AND:

The Government of Canada (hereinafter referred to as "Canada"), represented by the Minister of Indian Affairs and Northern Development.

WHEREAS the Inuvialuit claim an interest in certain lands in the Northwest Territories and the Yukon Territory based on traditional use and occupancy of those lands and seek a land rights settlement in respect thereof;

AND WHEREAS COPE and Canada have entered into negotiations directed towards a Final Agreement to provide rights, benefits and compensation in exchange for the interest of the Inuvialuit in the Northwest Territories and Yukon Territory, as contemplated by the Federal Government policy statement of August 8, 1973;

AND WHEREAS it is understood and agreed that this Agreement will be subject to legislative approval of the Parliament of Canada, under which legislation that interest will cease to exist;

AND WHEREAS the parties have earlier reached an agreement on the principles to be applied in reaching this Agreement, which principles are reflected in the Agreement in Principle signed on October 31, 1978;

AND WHEREAS the Governments of the Northwest Territories and Yukon Territory have been consulted and have participated in discussions concerning matters affecting them and over which they have jurisdiction;

AND WHEREAS COPE declares that it has been authorized by the Inuvialuit, after the approval process, to sign this Agreement;

AND WHEREAS Canada has authorized the Minister of Indian Affairs and Northern Development to sign this Agreement;

NOW, THEREFORE, COPE AND CANADA AGREE AS FOLLOWS:

PRINCIPLES

1. The basic goals expressed by the Inuvialuit and recognized by Canada in concluding this Agreement are:

(*a*) to preserve Inuvialuit cultural identity and values within a changing northern society;

(*b*) to enable Inuvialuit to be equal and meaningful participants in the northern and national economy and society; and

(*c*) to protect and preserve the Arctic wildlife, environment and biological productivity.

DEFINITIONS

2. In this Agreement,

"Arbitration Board" means the body established by subsection 18(2);

"bank" means, when used to describe a boundary, the ordinary or mean low water mark;

"Canada" means the Government of Canada;

"conservation" means the management of the wildlife populations and habitat to ensure the maintenance of the quality, including the long term optimum productivity, of these resources and to ensure the efficient utilization of the available harvest;

"COPE" means the Committee for Original Peoples' Entitlement, a society incorporated under the *Societies Ordinance* of the Northwest Territories;

"developer" means a person, the government or any other legal entity owning, operating or causing to be operated any development in whole or in part in the Inuvialuit Settlement Region, and includes any co-contractant of such owner or operator. For greater certainty, "developer" includes any Inuvialuit developer;

"development" means:

(*a*) any commercial or industrial undertaking or venture, including support and transportation facilities relating to the extraction of non-renewable resources from the Beaufort Sea, other than commercial wildlife harvesting; or

(*b*) any government project, undertaking or construction whether federal, territorial, provincial, municipal, local or by any Crown agency or corporation, except government projects within the limits of communities not directly affecting wildlife resources outside those limits and except government wildlife enhancement projects;

"exclusive right to harvest" means the sole right to harvest the wildlife referred to in paragraphs 12(24)(*b*) and (*c*) and 14(6)(*b*) to (*d*), to be allocated the total allowable harvest and to permit non-Inuvialuit to harvest any such wildlife;

"fish" includes shellfish, crustaceans and marine animals and the eggs, spawn, spat and juvenile stages of fish, shellfish, crustaceans and marine animals;

"furbearers" means all species of game that are or may be harvested by trapping and, for greater certainty but without limiting the generality of the foregoing, includes: *Castor* including beaver; *Alopex* including white fox, arctic fox; *Lutra* including otter; *Lynx* including lynx; *Martes* including martens and fishers; *Mephitis* including skunk; *Mustela* including ermine, weasel, least weasel and mink; *Ondatra* including muskrat; *Tamiasciurus* including red squirrel; *Vulpes* including red, cross, black and silver fox; *Gulo* including wolverine; *Canis* including wolves and coyotes: *Marmota* including marmots; *Lepus* including hares; *Spermophilus* including ground squirrels; but does not include members of the genus *Ursus* including black and grizzly bears;

"game" means wildlife other than fish, migratory non-game birds and migratory insectivorous birds;

"General Hunting Licence" means a General Hunting Licence issued pursuant to the *Territorial Game Ordinance*, R.O.N.W.T. 1974, c. G-1, as set forth in no. 1 of column I and nos. 1(*a*), 1(*b*), 1(*c*) and 1(*d*) of column II in Schedule A of that Ordinance in respect of the 1975/76, 1976/77 and 1977/78 licence years;

"Government" means the Government of Canada;

"Inuvialuit" means those people known as Inuvialuit, Inuit or Eskimo who are beneficiaries under this Agreement by reason of the settlement of their claim to traditional use and occupancy of the land in the Inuvialuit Settlement Region and who are represented by COPE and, where the context requires, includes the Inuvialuit Regional Corporation, the Inuvialuit Land Corporation, the Inuvialuit Development Corporation, the Inuvialuit Investment Corporation, the Inuvialuit community corporations and any other corporations or trusts controlled by the Inuvialuit that may be established by or pursuant to this Agreement;

"Inuvialuit community" means any of the communities of Aklavik, Holman, Inuvik, Paulatuk, Sachs Harbour or Tuktoyaktuk;

"Inuvialuit corporations" means the Inuvialuit Land Corporation, the Inuvialuit Development Corporation, the Inuvialuit Investment Corporation, the Inuvialuit Regional Corporation, the Inuvialuit community corporations, and any other corporations controlled by the Inuvialuit established by or pursuant to this Agreement;

"Inuvialuit lands" means all lands to be provided to the Inuvialuit by or pursuant to this Agreement;

"Inuvialuit Land Rights Settlement" or "Settlement" means the process through which the Inuvialuit claim based on traditional use and occupancy of certain lands in the Northwest Territories and the Yukon Territory has been settled and includes the Agreement in Principle, this Agreement, the Settlement Legislation and all negotiations in connection therewith;

"Inuvialuit Nunangat" means the document entitled "The Proposal for an Agreement in Principle to achieve the Settlement of Inuvialuit Land Rights in the Western Arctic Region of the Northwest Territories and Yukon Territory Between the Government of Canada and The Committee for Original Peoples' Entitlement", dated May 13, 1977;

"Inuvialuit Settlement Region" means that portion of the Northwest Territories, Yukon Territory and adjacent offshore area shown in Annex A and described in Annex A-1;

"Inuvialuk" means an individual member of the Inuvialuit;

"migratory game birds", "migratory insectivorous birds" and "migratory non-game birds" have the meanings assigned to them by section 3 of the *Migratory Birds Convention Act*, R.S.C. 1970, c. M-12;

"Minister" means the Minister of Indian Affairs and Northern Development;

"navigable" means, with respect to a river, lake or other body of water, capable of navigation in its natural state and ordinary volume by boats or other water craft used for public or commercial purposes in the Inuvialuit Settlement Region;

"preferential right to harvest", with respect to the Inuvialuit, includes the right to harvest wildlife for subsistence usage and to be allocated, subject to conservation, quantities of wildlife sufficient to fulfil Inuvialuit requirements for subsistence usage before there is any allocation for other purposes in areas where the Inuvialuit will have harvesting rights;

"Review Board" means the Environmental Impact Review Board established by subsection 11(18);

"Screening Committee" means the Environmental Impact Screening Committee established by subsection 11(3);

"Settlement Legislation" means the legislation to be proposed to the Parliament of Canada approving, giving effect to and declaring valid the provisions of this Agreement;

"shoreline" means, when used to describe a boundary, the mean or ordinary high water mark;

"subsistence usage" means:

(*a*) with respect to wildlife other than migratory game birds, migratory non-game birds and migratory insectivorous birds, subject to international conventions, the taking of wildlife by Inuvialuit for their personal use for food and clothing and includes the taking of wildlife for the purpose of trade, barter and, subject to section 12, sale among Inuvialuit and trade, barter and sale to any person of the non-edible by-products of wildlife that are incidental to the taking of wildlife by Inuvialuit for their personal use; and

(*b*) with respect to migratory game birds, migratory non-game birds and migratory insectivorous birds, subject to the *Migratory Birds Convention Act*, the taking of such birds by Inuvialuit for their personal use for food and clothing, and includes the taking of such birds for the purpose of trade and barter among the Inuvialuit and trade, barter and sale to any person of the non-edible parts of such birds to the extent permitted under regulations made pursuant to *Migratory Birds Convention Act*;

"Western Arctic Region" means that portion of the Inuvialuit Settlement Region other than the Yukon Territory;

"wildlife" means all fauna in a wild state other than reindeer.

AGREEMENT AND LEGISLATIVE APPROVAL

3. (1) Canada shall recommend to Parliament that this Agreement be approved, given effect and declared valid by suitable legislation.

3. (2) For greater certainty, it is the intention of the parties that this Agreement be a land claims agreement within the meaning of subsection 35(3) of the *Constitution Act, 1982*.

3. (3) The Settlement Legislation approving, giving effect to and declaring valid this Agreement shall provide that, where there is inconsistency or conflict between either the Settlement Legislation or this Agreement and the provisions of any other federal, territorial, provincial or municipal law, or any by-law or regulation, the Settlement Legislation or this Agreement shall prevail to the extent of the inconsistency or conflict.

3. (4) Subject to the Settlement Legislation and in consideration of the rights and benefits in favour of the Inuvialuit set forth in this Agreement, the Inuvialuit cede, release, surrender and convey all their aboriginal claims, rights, title and interests, whatever they may be, in and to the Northwest Territories and Yukon Territory and adjacent offshore areas, not forming part of the Northwest Territories or Yukon Territory, within the sovereignty or jurisdiction of Canada.

3. (5) The Settlement Legislation approving, giving effect to and declaring valid this Agreement shall extinguish all aboriginal claims, rights, title and interests whatever they may be of all Inuvialuit in and to the Northwest Territories and Yukon Territory and adjacent offshore areas, not forming part of the Northwest Territories or Yukon Territory, within the sovereignty or jurisdiction of Canada.

3. (6) Nothing in this Agreement or in the Settlement Legislation shall remove from the Inuvialuit their identity as an aboriginal people of Canada nor prejudice their ability to participate in or benefit from any future constitutional rights for aboriginal people that may be applicable to them.

3. (7) The Settlement of the Inuvialuit land rights claim is without prejudice to:

(*a*) the aboriginal rights of any other native peoples based on traditional use and occupancy of lands; and

(*b*) their negotiation of a land claims settlement in respect thereof.

3. (8) Any rights and benefits extended in the Inuvialuit Settlement Region to other native peoples on the basis of traditional use and occupancy in accordance with the policy of Canada as stated in its Land Claims Settlement Policy of 1981 shall not prejudice the Inuvialuit with respect to any rights they receive under this Agreement and the Settlement Legislation.

3. (9) Nothing in this Agreement constitutes an admission by Canada or the Inuvialuit that any other native peoples have a demonstrated traditional use and occupancy within the Inuvialuit Settlement Region.

3. (10) The Inuvialuit may from time to time enter into agreements, such as that shown in Annex S, with organizations representing neighbouring native groups to resolve mutual or overlapping interests or to share rights, privileges and benefits. Such agreements may be amended from time to time with the consent of the signatories. For greater certainty, the agreement shown in Annex S is included for the purpose of information only and does not form part of this Agreement.

3. (11) The Settlement Legislation shall provide that Canada recognizes and gives, grants and provides to the Inuvialuit the rights, privileges and benefits specified in this Agreement in consideration of the cession, release, surrender and conveyance referred to in subsection (4).

3. (12) Subject to the provisions of this Agreement and the Settlement Legislation, the governments of the Northwest Territories and Yukon Territory will continue to have the jurisdiction they have had with respect to game management and may continue to pass legislation with respect to game management that is not inconsistent with this Agreement and the Settlement Legislation.

3. (13) The provisions of this Agreement may be amended with the consent of Canada and the Inuvialuit, as represented by the Inuvialuit Regional Corporation.

3. (14) As authority for the execution by the Inuvialuit of any amending agreement or instrument, Canada shall be entitled to rely on the certified extract of a resolution of the Board of Directors of the Inuvialuit Regional Corporation, supported by a shareholders' resolution certified to meet the requirements of subsection (15).

3. (15) A shareholders' resolution authorizing agreement by the Inuvialuit Regional Corporation to an amendment of this Agreement must be supported by a majority of its shareholders representing communities constituting at least fifty per cent of the Inuvialuit population resident in the Inuvialuit communities.

3. (16) Where any amendment of this Agreement requires legislation to achieve its effect, Canada agrees to take all reasonable steps to put in place suitable legislation forthwith.

3. (17) Where any amendment of this Agreement has application to the governments of the Northwest Territories and Yukon Territory, Canada shall consult with those governments before agreeing to any such amendment.

CITIZENS' RIGHTS AND PROGRAMS

4. (1) Nothing contained in this Agreement prejudices the rights of the Inuvialuit as Canadian citizens, and they shall continue to be entitled to all of the rights and benefits of other citizens under any legislation applicable to them from time to time.

4. (2) Existing and new programs and funding by governments, and the obligations generally of governments, shall continue to apply to the Inuvialuit on the

same basis as to the other Inuit of Canada, subject to the criteria established from time to time for the application of such programs.

4. (3) Canada agrees that where restructuring of the public institutions of government is considered for the Western Arctic Region, the Inuvialuit shall not be treated less favourably than any other native groups or native people with respect to the governmental powers and authority conferred on them.

ELIGIBILITY AND ENROLMENT

5. (1) The Inuvialuit are best able to determine who should be eligible under the Inuvialuit Land Rights Settlement, but there should also be objective criteria by which an individual may have determined the right to be a beneficiary.

5. (2) A person shall be eligible to be enrolled as a beneficiary if, as of the date of the Settlement Legislation, that person is a living Canadian citizen and:

(*a*) is on the Official Voters List used for approving this Agreement; or

(*b*) is of Inuvialuit ancestry or is considered by reason of Inuvialuit custom or tradition to be Inuvialuit and is accepted as a member of an Inuvialuit community corporation; or

(*c*) produces evidence satisfactory to the Enrolment Authority referred to in subsection (4) that he has one-quarter or more Inuvialuit blood and,

(i) was born in the Inuvialuit Settlement Region or Inuvik, or

(ii) has been a resident of the Inuvialuit Settlement Region or Inuvik for a total of at least ten years, or

(iii) if under ten years of age, is ordinarily resident in the Inuvialuit Settlement Region or Inuvik; or

(*d*) is an adopted child, under the laws of any jurisdiction or according to Inuvialuit custom, of a person who qualifies under paragraph (*a*), (*b*), or (*c*).

5. (3) A person shall be eligible to be enrolled as a beneficiary if that person is a Canadian citizen and is a descendant, as determined from time to time by the appropriate community corporation, of a person eligible for enrolment under paragraph (2)(*a*), (*b*), (*c*), or (*d*).

5. (4) An Enrolment Authority, comprising two representatives of COPE and one representative of the Government, shall be responsible for the enrolment process according to the requirements and standards that the Authority establishes. It shall also prepare and publish the official enrolment list within three months of the coming into force of the Settlement Legislation.

5. (5) An Enrolment Committee shall be established in each Inuvialuit community for the purpose of preparing lists of all members of the community whom it believes qualify under the eligibility criteria, and it shall forward such lists to the Enrolment Authority, together with validating documentation and information.

5. (6) The Inuvialuit shall determine the eligibility of future beneficiaries.

5. (7) Any person who has been denied enrolment as a beneficiary may appeal the denial to the Arbitration Board pursuant to section 18.

5. (8) Canada shall pay the expenses incurred for the initial enrolment of beneficiaries.

5. (9) Native persons may be enrolled in only one Canadian Land Claims Settlement for which they qualify. Persons who qualify to be enrolled in more than one settlement may choose the one in which they shall be enrolled. Persons who choose to be enrolled in the Inuvialuit Settlement may, within ten years after enrolment, at their option, choose to relinquish their entitlement under the Inuvialuit Settlement in favour of enrolment in another settlement for which they qualify. On notice in writing by the person so opting or on notification and verification by the appropriate enrolling authority of another native settlement that the person so opting has applied and been enrolled in that other settlement, the person's entitlement under this Settlement shall cease.

5. (10) The Inuvialuit hereby offer to enroll in the Inuvialuit Settlement any native person of an aboriginal group proximate to the Inuvialuit Settlement Region who, at the time this Agreement is executed, is otherwise ineligible but is residing in or proximate to the Inuvialuit Settlement Region with a spouse who is an eligible Inuvialuk.

5. (11) The offer under subsection (10) may be acted on for a period of ten (10) years after the date of execution of this Agreement.

5. (12) Subject to paragraph (2)(*d*), the offer under subsection (10) does not extend to other non-Inuvialuit relatives, present or future, of any native person.

CORPORATE STRUCTURES

6. (1) The following bodies shall be responsible for the management of the compensation and benefits received by the Inuvialuit pursuant to this Agreement:

(*a*) the Inuvialuit Regional Corporation ("IRC"), a corporation without share capital, to receive initially the Settlement lands and financial compensation for transfer, in respect of lands, to the Inuvialuit Land Corporation and, in respect of financial compensation, to the Inuvialuit Development Corporation and the Inuvialuit Investment Corporation; also, to administer Inuvialuit lands through its division, the Inuvialuit Land Administration, and to take responsibility for matters related to the supervision, management and administration of such lands, and to hold 100% of the voting common shares in each of the development, investment and land corporations;

(*b*) One Inuvialuit community corporation without share capital for each community, together to control the Inuvialuit Regional Corporation;

(*c*) the Inuvialuit Land Corporation ("ILC"), a corporation to own the lands received in the Settlement;

(*d*) the Inuvialuit Development Corporation ("IDC"), a corporation to receive a portion of the financial compensation and to carry on business either directly or through ownership of shares in, or participation in ventures with, other businesses;

(*e*) the Inuvialuit Investment Corporation ("IIC"), a corporation to receive a portion of the financial compensation and to invest in portfolio securities of whatsoever nature; and

(*f*) the Inuvialuit Trust, owning 100% of the non-voting preferred shares of the ILC, IDC and IIC, of which the capital and income beneficiaries would be the IRC and the eligible individual Inuvialuit beneficiaries holding trust unit certificates.

6. (2) Subject to subsection (1), the internal structures and the powers and responsibilities of the bodies described in that subsection shall be determined by the Inuvialuit.

6. (3) The rule against perpetuities shall not apply to the Inuvialuit Trust.

6. (4) The following principles shall apply to the bodies described in subsection (1):

(*a*) the Inuvialuit enrolled in the Inuvialuit Land Rights Settlement shall share equally in the benefits received by the various Inuvialuit corporations and distributed through the Inuvialuit Trust; therefore, each Inuvialuk enrolled shall be entitled, subject to paragraph (*d*), to receive a life interest only in the same number of trust units, which units shall be non-transferable, in the Inuvialuit Trust. Any profits derived from any development of Inuvialuit lands and distributed through the Inuvialuit Trust shall be shared equally by all enrolled Inuvialuit, but each community corporation shall have control over any development activity approved by the Inuvialuit Land Administration or the Inuvialuit Regional Corporation in respect of the block of land selected near that community pursuant to paragraph 7(1)(*a*);

(*b*) no tax shall be levied by federal, territorial, provincial or municipal governments in respect of any transactions occurring from time to time whereby shares or interests are allotted and issued by the Inuvialuit corporations or are received by any of the Inuvialuit who became enrolled under the Settlement from time to time, whether they are received directly from any of the Inuvialuit corporations or by a trustee acting on behalf of such Inuvialuit;

(*c*) control of the Inuvialuit corporations shall be vested in the Inuvialuit beneficiaries through the Inuvialuit Regional Corporation and their community corporations. Control of each community corporation shall be vested in the Inuvialuit resident in that community;

(*d*) an Inuvialuk enrolled pursuant to section 5 is, on attaining 18 years of age, entitled to receive a life interest in trust units in the Inuvialuit Trust in the same number as is received by each other enrolled Inuvialuk; and

(*e*) restrictions shall be placed by the Inuvialuit Regional Corporation from time to time on any financial distributions from the Inuvialuit corporations to encourage the preservation of the financial compensation for the benefit of future generations of Inuvialuit.

6. (5) The financial compensation received by the Inuvialuit Regional Corporation on behalf of the Inuvialuit pursuant to subsection 15(2) shall, when transferred to the Inuvialuit Development Corporation and the Inuvialuit Investment Corporation, be added to the stated capital accounts maintained for the class or classes of shares of the Inuvialuit Development Corporation and the Inuvialuit Investment Corporation respectively, as received from time to time by each corporation, and shall constitute paid-up capital in respect of such class or classes of shares of the corporations for purposes of the *Income Tax Act*; and the adjusted cost base to the Inuvialuit Regional Corporation of such shares shall be equal to such paid up capital.

6. (6) The Inuvialuit Investment Corporation, the Inuvialuit Development Corporation and the Inuvialuit Land Corporation shall be deemed to be Canadian Controlled Private Corporations within the meaning of paragraph 125(6)(*a*) of the *Income Tax Act* of Canada.

INUVIALUIT AND CROWN LAND

7. (1) The Inuvialuit shall, by virtue of the Settlement Legislation, be granted title to:

(*a*)(i) 4,200 square miles of lands, more or less, in fee simple absolute (which for greater certainty includes all minerals whether solid, liquid or gaseous and all granular materials) selected in the Western Arctic Region in blocks of 700 square miles more or less near each of the six communities, subject to subsurface alienations listed in Annex P and existing surface rights for limited terms listed in Annexes Q and R, being those lands referred to in subsection 9(3),

(ii) A single block of 800 square miles, more or less, of land in fee simple absolute (which for greater certainty includes all minerals whether solid, liquid or gaseous and all granular materials) in Cape Bathurst, being those lands referred to in subsection 9(4) where, subject to subsection 8(5), any alienations shall be terminated by Canada, and the present moratorium on exploration and development shall continue until the time of conveyance; and

(*b*) 30,000 square miles, more or less, of lands in fee simple absolute, (less oil, gas, related hydrocarbons, coal, native sulphur and minerals as defined in Annex M), being those lands referred to in subsection 9(5) subject to alienations for limited terms listed in Annexes Q and R, and without prejudice to the holders of valid subsisting rights granted pursuant to the *Ter-*

ritorial Lands Act or regulations made thereunder and other appropriate legislation. For greater certainty, a reference in this paragraph to "right" includes renewal, whether it takes place before or after July 13, 1978.

7. (2) The Inuvialuit shall, by virtue of the Settlement Legislation, be granted title in fee simple absolute to the beds of all lakes, rivers, and other water bodies found in Inuvialuit lands.

7. (3) For greater certainty, the Crown shall retain ownership to all waters in the Inuvialuit Settlement Region.

7. (4) Title to Inuvialuit lands shall be subject to easements, servitudes, and rights-of-way listed in Annex R.

Total Land Settlement and Adjustment

7. (5) The Inuvialuit shall, by virtue of the Settlement Legislation, be granted a total of 35,000 square miles of land, plus or minus a margin of error of 1%. If the final ground survey shows a square mileage in excess of 35,350, the Inuvialuit Regional Corporation shall promptly reconvey to Canada an area of (1)(*b*) land equal to the excess. If the final ground survey shows a square mileage less than 34,650, Canada shall promptly convey to the Inuvialuit Regional Corporation an area of (1)(*b*) land equal to the deficiency. These adjustments shall be made utilizing land located in the Wynniatt Region adjustment area shown in Annex K-6.

7. (6) Legal descriptions for paragraphs (1)(*a*) and (1)(*b*) lands, being those referred to in Annexes F-1, F-2, G-1, G-2, H-1, H-6, I-1, I-5, J-1, J-5, K-1 and K-5, have been accepted by the parties. The parties have agreed that the descriptions may be modified subsequently by mutual consent to ensure that the descriptions accord with the results of the ground survey.

7. (7) Canada shall, at its expense, undertake to complete the necessary ground surveys if and as needed as quickly as possible following the execution of this Agreement.

7. (8) In any ground surveys, all parallels of latitude identified in the land descriptions of selections under this Agreement are to be determined in such a manner that they are parallel with boundaries of grid areas as defined by the Canada Oil and Gas Land Regulations.

7. (9) Canada shall, to the extent legally possible, make available to the Inuvialuit Land Administration records regarding resource information related to substances owned by the Inuvialuit pursuant to paragraphs (1)(*a*) and (1)(*b*). For greater certainty, this subsection applies to lands where there are existing alienations referred to in Annexes P, Q and R.

7. (10) If Canada is exploring for or producing resources to which it retains title in a given area and the Inuvialuit are not exploring for or producing resources to which they have title in that area, the Inuvialuit shall renounce and release Canada from any and all claims, suits or demands for alleged damage or loss arising from disturbance of their resources.

7. (11) If the Inuvialuit are exploring for or producing resources to which they retain title in a given area and Canada is not exploring for or producing resources to which it has title in that area, Canada shall renounce and release the Inuvialuit from any and all claims, suits or demands for alleged damage or loss arising from disturbance of its resources.

7. (12) If, from time to time, both Canada and the Inuvialuit are exploring for or producing their respective resources, they shall make every effort to respect each other's interests. If a conflict arises, they shall use their best efforts, during a period of ninety (90) days from notice of commencement given by either party to the other, to negotiate a work program protecting their respective interests. In the event of failure to conclude a mutually acceptable work program within this period, either party may refer the issue to the Arbitration Board pursuant to section 18.

General Access to and Across Inuvialuit Lands

7. (13) Canada reserves a right of access on Inuvialuit lands to the extent of 100 feet of land in width measured from the edge of the water of the sea coast and navigable rivers and navigable lakes that can be entered from such rivers. The right is limited to the use of rivers, lakes, water bodies, sea coast and inlets for travel, recreation or emergency, and does not permit any person using it to engage in any development activity or to harvest wildlife.

7. (14) Public access to unoccupied Inuvialuit lands for purposes of entry or crossing shall be available as follows:

(*a*) the public may enter and stay on Inuvialuit lands without prior notice for a limited time for emergency purposes;

(*b*) the public may cross Inuvialuit lands without prior notice to exercise a right on adjacent lands; and

(*c*) the public may enter on Inuvialuit lands for recreation, and prior notice and permission is required only for recreational use that is more than casual and individual in nature.

7. (15) The rights of public access set out in subsection (14) are subject to the following conditions:

(*a*) there be no significant damage to the lands;

(*b*) there be no abuse or extension of the right;

(*c*) there be no mischief committed on the lands; and

(*d*) there be no significant interference with Inuvialuit use of and peaceable enjoyment of the lands.

7. (16) Agents or employees of governments shall have the right to enter on and cross Inuvialuit lands for legitimate government purposes relating to the management of their programs or enforcement of their laws, and

such access, where applicable, shall be in accordance with appropriate laws or approved procedures.

7. (17) Without restricting the generality of subsection (16) and without limiting the authority to enter on lands given to the Department of National Defence by the *National Defence Act*, access to Inuvialuit lands for military exercises conducted by the Department of National Defence shall take place on the conclusion of arrangements with the Inuvialuit relating to contact persons, areas, timing and appropriate compensation. Agreement by the Inuvialuit shall not be unreasonably withheld.

7. (18) Private access of a commercial nature to Inuvialuit lands shall be available as follows:

(*a*) access by commercial interests in order to reach non-Inuvialuit lands to exercise rights of a casual nature relating to investigative and preliminary work on those lands; subject to the same conditions as set out in subsection (15);

(*b*) access by commercial interests in order to reach non-Inuvialuit lands to exercise rights where the access would be significant, but temporary; subject to a right of way agreement being negotiated with the Inuvialuit that would provide for

(i) a location least harmful to the Inuvialuit and suitable to the commercial interest, and

(ii) matters relating to damage, mitigation, restoration and loss of use;

(*c*) access by commercial interests in order to reach non-Inuvialuit lands to exercise rights where the access would require a permanent right of way, subject to Participation Agreements as provided by section 10; and

(*d*) access by commercial interests in order to enter on Inuvialuit lands to exercise interests in or on those lands, subject to Participation Agreements as provided by section 10.

7. (19) Access for the purposes of subsection (18) requires that prior notice be given to the Inuvialuit.

7. (20) The following conditions apply to the access provisions set out in subsections (14) to (19):

(*a*) the granting of access by the Inuvialuit does not create responsibility on their part for damages suffered by the user;

(*b*) users of access rights are responsible for damages caused to the land; and

(*c*) the user who fails to comply with the access provisions may be removed from the land.

7. (21) Except for subsection (17) and the provision for Participation Agreements in paragraphs 18(*c*) and (*d*), the foregoing provisions relating to access constitute an interim measure and shall cease to have force and effect when and to the extent that laws of general application relating to access to private lands are made applicable to lands in the Western Arctic Region.

Public Right of Entry on Inuvialuit Lands to Fish

7. (22) Every person fishing in waters located wholly within (1)(*a*) or (1)(*b*) lands shall be required first to register with the appropriate Hunters and Trappers Committee (HTC) or its designated agent.

7. (23) Entry across and on (1)(*a*) lands for the purpose of fishing shall be granted at the sole discretion of the Inuvialuit.

7. (24) The Inuvialuit agree to allow persons to enter on (1)(*b*) lands for the purpose of sport and commercial fishing in waters within (1)(*b*) lands and Crown lands beyond (1)(*b*) lands and to allow those persons to erect temporary facilities and carry out other activities ancillary to sport and commercial fishing where:

(*a*) the persons are duly licenced to fish by the appropriate governmental authority;

(*b*) the persons register with the appropriate person or body in accordance with the registration system referred to in paragraph 14(64)(*d*); and

(*c*) the persons do not fish in an area in which fishing is prohibited.

7. (25) A person shall be subject to the law respecting trespass on private land if he gains entry to (1)(*b*) lands under subsection (24) and:

(*a*) engages in any activity other than sport or commercial fishing or activities ancillary to sport or commercial fishing;

(*b*) contravenes any of the terms and conditions of his fishing licence;

(*c*) fails to comply with any conditions of or restrictions on access set by the Fisheries Joint Management Committee to be established pursuant to subsection 14(61);

(*d*) diminishes the value of the land to the Inuvialuit; or

(*e*) interferes with the right of the Inuvialuit to the use and enjoyment of their land beyond interference unavoidably caused by his presence for the purpose of fishing.

7. (26) The granting of the right of public entry shall not place the Inuvialuit under any legal or statutory duty to any person and, for greater certainty, the right of public entry shall not be construed to create any right in favour of any person or interfere with or affect the Inuvialuit rights and title to the land beyond the granting of such entry. Persons using the right of entry do so at their own risk and have no right of action against the Inuvialuit for alleged loss or damage arising therefrom.

Sand and Gravel

7. (27) With respect to sand and gravel on Inuvialuit lands, as a first priority the Inuvialuit shall reserve supplies of sand and gravel of appropriate quality and within reasonable transport distances on Inuvialuit lands in order to meet public community needs in the Western Arctic Region and in Inuvik, based on reasonable 20 year forecasts of the volumes required from Inuvialuit lands. The forecasts shall be prepared jointly by the Inuvialuit and the appropriate levels of government on the basis of community estimates of requirements, and shall be revised from time to time as required but, in any event, not less frequently than once every five years.

7. (28) As a second priority, the Inuvialuit shall reserve adequate supplies of sand and gravel of appropriate quality on Inuvialuit lands for the direct private and corporate needs of the Inuvialuit and not for sale, based on reasonable 20 year forecasts of required volumes prepared by the Inuvialuit Land Administration.

7. (29) As a third priority, the Inuvialuit shall make available sand and gravel for any project approved by an appropriate governmental agency.

7. (30) The Inuvialuit and the appropriate level of government may jointly identify certain zones within the Western Arctic Region including, for greater certainty, Inuvialuit lands, where sand and gravel may not be removed, or may not be removed during certain periods of the year, for environmental reasons or because of other conflicting uses of such land.

7. (31) For greater certainty, the sand and gravel deposits within Inuvialuit lands, known collectively as the Ya Ya Lakes eskers, shall be dedicated to sand and gravel development, subject to normal pit development, restoration measures and laws of general application.

7. (32) The right to remove sand and gravel from Inuvialuit lands requires a licence or concession obtained from the Inuvialuit Land Administration. A licence or concession may stipulate the required payment of a royalty to the Inuvialuit Land Administration, not exceeding $0.75 per cubic yard multiplied by b/a, where "a" means the Gross National Product of Canada in current dollars for the year 1982 and "b" means the Gross National Product of Canada in current dollars for the year previous to the year in which the royalties are being charged.

7. (33) For the purposes of subsection (32):

(*a*) a licence is a non-exclusive right to remove a certain volume of sand and gravel for a specific purpose during a period not exceeding one year from a specific sand and gravel pit; and

(*b*) a concession is the exclusive right to explore, develop and produce sand and gravel from an area for a period specified in the concession.

7. (34) A licence or concession may stipulate payments to cover reasonable administrative costs and, where they are applicable and justified, reasonable land reclamation costs in relation to the sand and gravel deposit for which the licence or concession has been granted.

7. (35) In granting a licence, the Inuvialuit Land Administration shall, to the extent of its legal capability, ensure that sand and gravel is made available to interested parties at reasonable prices.

7. (36) Before issuing a licence, the Inuvialuit Land Administration shall require the applicant to establish that the proposed project has been approved by the appropriate level of government and that a contract has been awarded.

7. (37) Notwithstanding subsection (36), the Inuvialuit Land Administration shall, subject to reasonable rules of pit management, issue a licence to any person for personal use in amounts not exceeding 50 cubic yards annually.

7. (38) Any concession granted by the Inuvialuit Land Administration to the Inuvialuit Development Corporation (IDC) shall contain the specific provision that the IDC shall make sand and gravel available at reasonable prices to interested parties bearing in mind the priorities set out in subsections (27) to (29). Reasonable prices shall not exceed levels that would result in a rate of return in excess of 20%, after tax, on the capital employed by the holder in his sand and gravel business.

7. (39) The rate of return referred to in subsection (38) shall be determined in accordance with generally acceptable accounting principles on the basis of actual data for past years and reasonable forecasts for future years with the aim of averaging the rate of return over the life of the concession. For the purpose of determining reasonable prices, the concession holder shall not take into account any general annual overhead and management costs in excess of 15% of total costs.

7. (40) Any concession referred to in subsection (38) shall establish that the IDC maintains for inspection by the Inuvialuit Land Administration and the appropriate government officials the necessary financial records related to the royalty payments, profits and rate of return of the operations.

7. (41) Where the Minister is of the opinion that the IDC, under a concession, is providing sand and gravel in an unreliable or inefficient manner or at excessive prices, he may notify the Inuvialuit Land Administration in writing whereupon it shall terminate the concession and offer it on a competitive bid basis. Neither Canada, the concession holder nor any third party shall have any right, claim or recourse against the Inuvialuit arising from alleged damage or loss resulting from such termination.

7. (42) The provisions of this Agreement respecting sand and gravel, except subsection (41), are subject to the arbitration process set out in section 18.

Conveyance of Lands

7. (43) The Inuvialuit Land Corporation and other corporations controlled by the Inuvialuit may, from time to time, exchange lands with Canada.

7. (44) Subject to any agreements that the Inuvialuit have entered into or may enter into with other native groups in adjoining land claims areas respecting the acquisition or disposition of their respective interests in land, title to Inuvialuit lands may not be conveyed except to Inuvialuit individuals or corporations controlled by the Inuvialuit or Her Majesty in right of Canada. For greater certainty, leases and other rights to use and occupy Inuvialuit lands for any purpose and dispositions of rights to explore, develop and produce resources owned by the Inuvialuit may be made by the Inuvialuit to persons or corporations in accordance with this Agreement and laws of general application.

7. (45) The transfer or grant of Inuvialuit lands pursuant to subsection (44) and subsections (50) to (81) shall be exempt from tax. For greater certainty, the transfer to and the receipt by the Inuvialuit of the proceeds of such transfers or grants and any distributions thereof by Inuvialuit corporations shall be exempt from tax, including income tax, by federal, provincial, territorial or municipal governments. The Inuvialuit corporations shall separately account for such proceeds and any transfer or distribution thereof.

7. (46) For the purposes of the *Income Tax Act*, there shall be deemed to be no cost with respect to any acquisition or deemed acquisition of Canadian resource properties, as defined in paragraph 66(15)(*c*) of the *Income Tax Act*, by the Inuvialuit under this Agreement. However, net proceeds up to a total of $10 million received by the Inuvialuit from the disposition of Canadian resource properties relating to lands described in subsections 9(3) and 9(4) shall be deemed, for the purposes of the *Income Tax Act*, not to be proceeds of the disposition of Canadian resource properties, and those proceeds, their transfer to and receipt by the Inuvialuit and any distribution thereof by Inuvialuit corporations shall be exempt from tax, including income tax, by federal, territorial, provincial or municipal governments. The Inuvialuit corporations shall separately account for such proceeds and any transfer or distribution thereof.

7. (47) No federal, territorial, provincial or municipal charge, levy or tax of any kind whatsoever shall be payable on Inuvialuit lands or based on the value or assessed value of Inuvialuit lands and, without limiting the generality of the foregoing, no capital, wealth, realty, school, water or business tax shall be payable on Inuvialuit lands or based on the value or assessed value of Inuvialuit lands.

7. (48) For the purposes of subsection (47), "land" does not include buildings on land, and all royalties, rents, profits and other revenues or gain derived from Inuvialuit lands shall be taxable under laws of general application except as otherwise provided by this Agreement.

7. (49) No federal, territorial, provincial or municipal charge, levy or tax shall be payable in respect of the transfer to or receipt by the Inuvialuit Regional Corporation or the Inuvialuit Land Corporation of Inuvialuit lands under the Settlement.

Expropriation

7. (50) No Inuvialuit lands may be expropriated except by order of the Governor in Council.

7. (51) Canada recognizes the desire of the Inuvialuit to retain their lands and therefore agrees that any expropriation shall provide suitable alternative lands in the Western Arctic Region, considered to be satisfactory by the Inuvialuit, in place of the expropriated lands if it is reasonably possible to so provide.

7. (52) If suitable alternative lands considered to be satisfactory by the Inuvialuit cannot reasonably be provided pursuant to subsection (51), monetary compensation shall be payable, together with interest, as contemplated by the *Expropriation Act* of Canada.

7. (53) The monetary compensation payable on an expropriation shall reflect the fair market value of the lands expropriated but shall take into account that such value is low relative to other areas in Canada and that this Agreement is intended to constitute a fair exchange between the Inuvialuit and Canada. Where a cost base is agreed on, the compensation payable on an expropriation shall be an amount equal to the greater of the fair market value and that cost base.

7. (54) On an expropriation of Inuvialuit lands, compensation shall be payable for the loss of the use of the land. Part of the land value, in addition to other land values, shall consist of its intrinsic value for wildlife.

7. (55) Compensation for actual harvesting loss shall be provided for Inuvialuit harvesters under section 13 and shall not be considered in determining the value of the land under expropriation.

7. (56) Where Inuvialuit lands are expropriated, the exclusive harvesting rights set out in paragraph 14(6)(*d*) shall continue to apply. For greater certainty, the exercise of such rights by the Inuvialuit is subject to the laws of general application respecting public safety and conservation.

7. (57) On an expropriation, any disagreement between Canada and the Inuvialuit concerning the following matters shall be referred to the Arbitration Board pursuant to section 18:

(*a*) whether it is reasonably possible for the Government to provide suitable alternative lands satisfactory to the Inuvialuit;

(*b*) the compensation and interest payable in the event that suitable alternative lands are not available; and

(*c*) any other matters arising on expropriation, including payment of the costs of any arbitration.

7. (58) Compensation for expropriation, whether in the form of suitable alternative lands or money, shall be tax free to the Inuvialuit.

7. (59) Where lands are required to be conveyed pursuant to subsections (61) to (81), the provisions of subsections (50) to (58) do not apply.

7. (60) For the purposes of subsections (61) to (81), the following provisions apply:

(*a*) where Inuvialuit lands are appropriated, if possible, equivalent alternative lands in the Western Arctic Region suitable to the Inuvialuit shall be provided;

(*b*) if the parties cannot agree on appropriate equivalent lands, the matter shall be referred to the Arbitration Board pursuant to section 18 and the arbitrator shall decide the issue of equivalence and whether payment shall be made in land or money;

(*c*) the value of the lands shall be based on their worth before being required for government purposes, and shall include, in addition to other land values, their intrinsic value for wildlife;

(*d*) compensation for actual harvesting loss shall be provided to Inuvialuit harvesters under section 13 and shall not be considered in determining the value of the land under subsections (61) to (81);

(*e*) lands acquired by the Inuvialuit Land Administration (ILA) through exchange by virtue of subsections (61) to (81) shall be deemed to be Inuvialuit lands and receipt of compensation for appropriation in whatever form shall be tax free to the Inuvialuit; and

(*f*) on appropriated lands, the exclusive harvesting rights set out in paragraph 14(6)(*d*) shall continue to apply. For greater certainty, the exercise of such rights by the Inuvialuit is subject to the laws of general application respecting public safety and conservation.

Municipal Requirements for Land

7. (61) Where any government or municipality, including any settlement, hamlet, or town, demonstrates a need, arising out of the provision of government services, for Inuvialuit lands within the area of or adjacent to the municipal jurisdiction to meet public convenience and necessity, and such lands cannot reasonably be obtained from other sources, the Inuvialuit Land Administration, on receipt of notice of the extent and location of the lands so required, undertakes to negotiate in good faith the terms and conditions, including nominal rent, on which the government might obtain the lands by sale, lease or other disposition or arrangement.

7. (62) Failing successful conclusion of negotiations under subsection (61) within a period of ninety (90) days following receipt of the notice referred to in that subsection, either party may refer the matter to the Arbitration Board pursuant to section 18 and subsection (60).

7. (63) Each party shall submit its final offer to the arbitrator who may select the one considered more reasonable or, after mediation, make a compromise ruling bearing in mind, on the one hand, the governmental use for which the land is required and, on the other, the desire of the Inuvialuit to retain their lands.

Public Road Right of Way

7. (64) For the purposes of appropriating lands for a public road right of way, the following procedures apply:

(*a*) the Government shall consult with the Inuvialuit Land Administration (ILA) on all matters of interest or concern to the Inuvialuit concerning road development before approval is given by the Government to any road project;

(*b*) where approval is given to commence the development of a particular road project, the Government shall negotiate with the ILA for the acquisition of the necessary public road right of way on the basis of compensating the Inuvialuit by providing, if possible, alternative land of equivalent value in the Western Arctic Region that is suitable to the Inuvialuit;

(*c*) the Government shall give notice to the ILA of the amounts and location of land it requires and shall at the same time make an offer to the ILA of suitable alternative land in the Western Arctic Region and having equivalent value to that of the land being acquired; and

(*d*) where the Government and the ILA are not able to conclude an agreement as to the location or amounts of suitable alternative land within 42 days from the date of the notice referred to in paragraph (c), the matter shall be referred to the Arbitration Board pursuant to section 18 and subsection (60).

De Salis Bay Land Selection

7. (65) The Inuvialuit undertake that their land title to the area adjacent to De Salis Bay, as shown in Annex J-6, shall not impede development in that area.

7. (66) The Government shall determine whether any development can be provided for by way of Participation Agreements under section 10 or whether conveyance of title by the Inuvialuit is necessary.

7. (67) Land identified in subsection (65) may be occupied by the Government or its designate on a temporary basis, as required, subject to reasonable environmental terms and conditions consistent with appropriate government land use regulations existing at the time the occupation is approved.

7. (68) Where a portion of the lands identified in subsection (65) is required to be conveyed to the Government, the Inuvialuit shall make the lands available to the Government within sixty (60) days of receiving written notice to do so, without penalty of any kind.

7. (69) Lands conveyed pursuant to subsection (68) shall be replaced with equivalent lands in the Western Arctic Region agreeable to the parties. If the parties can-

not agree on appropriate equivalent lands, the matter shall be referred to the Arbitration Board pursuant to section 18 and subsection (60).

Pingo Canadian Landmark

7. (70) The pingos in the area shown in Annex H-2 and described in Annex H-4 shall be protected by the Minister of the Environment of Canada by the establishment of a Pingo Canadian Landmark as described in Annex H-4.

7. (71) Canada shall continue to retain title to the surface of the land in the area referred to in subsection (70), including sand and gravel. Canada shall transfer administration for this area to the Minister of the Environment under subsection 35(1) of the *Public Works Act* for the purpose of establishment as a Canadian Landmark. The Minister of the Environment shall assume responsibility for the protection of this area on the execution of this Agreement. For greater certainty, the Inuvialuit shall be granted title to the subsurface of the land comprising the Landmark.

7. (72) As the area shown in Annex H-2 and described in Annex H-4 was an approved Inuvialuit land selection, the Inuvialuit shall be granted (1)(*b*) title to land of equivalent value in the Western Arctic Region that is suitable to the Inuvialuit. If the parties cannot agree on equivalent land, the matter shall be referred to the Arbitration Board pursuant to section 18 and subsection (60).

7. (73) The Pingo Canadian Landmark shall be managed under the *National Parks Act*, in consultation with the Inuvialuit Land Administration and the people of Tuktoyaktuk, as a joint management regime.

7. (74) If there is any disagreement with respect to the management of the Pingo Canadian Landmark, there shall be a right of appeal to the Minister of the Environment who shall make the final decision.

7. (75) Any future exploration for or extraction of the subsurface resources of the Pingo Canadian Landmark shall be carried out from outside the site in a manner that does not damage the pingos.

7. (76) The Inuvialuit shall have priority with respect to employment and any economic opportunities relating to the Pingo Canadian Landmark.

Nelson Head Canadian Landmark

7. (77) It is acknowledged that the Minister of the Environment is interested in establishing a federally owned Canadian Landmark at the southern end of Banks Island. The approximate boundaries proposed, as shown in Annex J-7, encompass an area of approximately 70 square miles and include the sea cliffs at Nelson Head and Cape Lambton, Durham Heights at 2,450 feet elevation and approximately 25 miles of seacoast. The Inuvialuit shall be granted (1)(*b*) title to this area pursuant to this Agreement.

7. (78) If and when the Minister of the Environment's Canadian Landmark Program takes effect and that Minister has the authority to require the area, the Inuvialuit shall convey (1)(*b*) title to the land within sixty (60) days of receipt of written notice to that effect.

7. (79) The Inuvialuit shall be granted title to equivalent land in the Western Arctic Region that is agreeable to the Inuvialuit and Canada. If the parties cannot agree on equivalent land, the matter shall be referred to the Arbitration Board pursuant to section 18 and subsection (60).

7. (80) The management and economic provisions in subsections (73) and (76) that apply to Pingo Canadian Landmark shall apply to the area described in subsection (77).

7. (81) The Inuvialuit Land Administration shall ensure that, within the area described in subsection (77), no activity is permitted prior to the conveyance referred to in subsection (78) that renders the land unsuitable as a Canadian Landmark. This obligation and the right of the Minister of the Environment to require a conveyance under subsection (78) shall terminate on the expiration of ten (10) years after the date of the execution of this Agreement.

Land Use Planning

7. (82) It is agreed that, for the purpose of coordinating land use planning for the Beaufort Sea Region, there shall be area-specific groups dealing only with the Inuvialuit Settlement Region and that native participation, including Inuvialuit participation, in each such group shall be equal to government participation. Where a Land Use Planning Commission or similar body is established for the Yukon Territory and the Northwest Territories, the area-specific groups shall be a part thereof. For the purpose of land use planning in the Yukon Territory and the Northwest Territories, it is also agreed that, for areas south of the watershed and north of the Porcupine and Bell Rivers in the Yukon Territory, and for areas in the Western Arctic Region in the Northwest Territories, native representation shall be equal to that of the government. The representation of the Government of Yukon Territory for matters north of the watershed and of the Government the Northwest Territories for matters in the Western Arctic Region shall increase as their respective jurisdictions increase and shall form a majority of government participation for matters exclusively within their respective jurisdictions.

7. (83) The Inuvialuit agree that they shall not be represented on any Land Use Planning Commissions or similar bodies referred to in subsection (82) for areas outside the Inuvialuit Settlement Region unless it is established that activities in adjacent areas affect their interest within the Inuvialuit Settlement Region. They also agree that, in the Yukon Territory, their interest for purposes of land use planning does not extend to any areas south of the Porcupine and Bell Rivers.

7. (84) The Commissions or bodies referred to in subsection (82) shall make every endeavour to co-ordinate their work in order to achieve consistency.

Water Management

7. (85) Notwithstanding Inuvialuit ownership of beds of rivers, lakes and other water bodies,

(*a*) Canada shall retain the right to manage and control waters, waterways, beds of rivers, lakes and water bodies for the purpose of the management of fish, migratory game birds, migratory non-game birds, and migratory insectivorous birds and their habitat, and the Inuvialuit shall not impede or interfere with that right. For greater certainty, Canada retains the right to enter on Inuvialuit lands for the purposes of conducting fisheries research and management related activities, and the right to erect small scale temporary camps and installations. Canada shall consult with the Inuvialuit Land Administration with respect to the carrying out of these rights;

(*b*) Canada shall retain the right to manage and control waters, waterways, beds of rivers, lakes and water bodies for the purpose of carrying out governmental functions relating to navigation, transportation, flood control and similar matters. The Inuvialuit shall not impede or interfere with Canada's carrying out of these functions. Canada shall consult with the Inuvialuit Land Administration with respect to the carrying out of these functions. Where such functions result in damage to the Inuvialuit or their lands or significant impact on the Inuvialuit or their use of their lands, they shall be entitled to compensation, the nature and amount of which shall be negotiated between the Inuvialuit Land Administration and the Government with ultimate recourse to the courts; and

(*c*) the appropriate government shall control and manage the waters and water beds and adjacent lands for the purpose of ensuring the protection of community water supplies from contamination and degradation. Such management shall ensure that community requirements are met first. The appropriate government shall consult with the Inuvialuit Land Administration with regard to the manner in which it manages community water supplies.

7. (86) Those parts of Inuvialuit lands that lie within the Anderson River Bird Sanctuary and the Banks Island Bird Sanctuaries shall continue to be subject to the right of management of Canada under the Migratory Bird Sanctuary Regulations.

7. (87) Canada reserves the right to establish and operate new meteorological and climatological stations on lands received by the Inuvialuit pursuant to paragraph (1)(*b*), subject to conditions, including the payment of compensation, to be negotiated by Canada and the Inuvialuit. In the event of disagreement, the matter in question shall be referred to the Arbitration Board pursuant to section 18.

7. (88) To provide the Government with flexibility to react quickly in order to meet its responsibilities for navigation and safety, the Inuvialuit agree that, with respect to navigable waters, the Government may establish navigation aids and safety devices along the shorelines of navigable waters anywhere in unoccupied Inuvialuit (1)(*b*) lands except the Husky Lakes Areas Numbers 1 and 2 as shown in Annex D, without having to receive the prior consent of the Inuvialuit. If any such navigation aid or safety remains for more than one year at any particular site, the Government shall give notice thereof to the Inuvialuit and the Inuvialuit shall have the option of requiring expropriation of that site.

7. (89) Canada and the Inuvialuit agree that Canada will have the right to conduct or authorize dredging operations for purposes of transportation on all navigable waters situated within Inuvialuit (1)(*b*) lands, except the Husky Lakes Areas Numbers 1 and 2 as shown in Annex D.

7. (90) Inuvialuit ownership of the beds of rivers, lakes and other water bodies does not provide the Inuvialuit with a proprietary interest in fish or give them the exclusive right to harvest fish.

7. (91) Subject to subsection (92), and notwithstanding Canada's ownership of water within (1)(*b*) lands, the Inuvialuit right to hunt, fish and trap on Inuvialuit lands as set out in section 14 and, in particular, the exclusive right set out in paragraph 14(6)(*d*), shall extend to all rivers, lakes and other water bodies within Inuvialuit lands.

7. (92) Where Canada retains ownership of the waters and beds of water bodies within the Husky Lakes Areas Numbers 1 and 2 as shown in Annex D, the Inuvialuit shall not have the exclusive right to harvest migratory game birds thereon, but Canada shall endeavour to ensure, by means of regulations pursuant to the *Migratory Birds Convention Act*, that the Inuvialuit and persons with rights recognized by subsections 14(15) to (18) are the only persons allowed to harvest such birds.

Administration of Existing Rights

7. (93) Subject to the provisions of this Agreement, with respect to Inuvialuit lands selected pursuant to paragraph (1)(*a*), any holder of valid oil and gas, coal, mineral and quarrying rights referred to in Annex P, and, with respect to Inuvialuit lands selected pursuant to paragraph (1)(*b*), any holder of valid quarrying rights issued before December 31, 1983, shall be entitled to enjoy such rights without alteration or interruption until their termination. For greater certainty, the reference in this subsection to "right" includes renewal, whether it takes place before or after July 13, 1978.

7. (94) Canada shall, on behalf of the Inuvialuit, continue to administer their lands with respect to the holders of rights referred to in subsection (93). Where legislation allows discretionary decisions to be made with respect to such administration, no decisions shall be

made without the consent of the Inuvialuit where the effect thereof is to offer the Crown share for bids, to waive royalties or other payments in the nature of royalties or to prejudice the economic interest of the Inuvialuit. No other such decisions shall be made affecting Inuvialuit rights without prior consultation with the Inuvialuit Land Administration. Where, however, the holder of the rights and the Inuvialuit agree that the Inuvialuit should administer the rights or a renegotiated version of the rights directly and both parties so inform the Minister in writing, the Minister shall transfer such administration to the Inuvialuit.

7. (95) Canada shall, as soon as possible, remit to the Inuvialuit any royalties, fees, rentals, bonuses or other payments in lieu of royalties accruing after the date of this Agreement from the rights referred to in subsection (93). Any royalties accruing from oil and gas production under community sites shall be included in the remittances. For greater certainty, the Inuvialuit shall receive and manage the Crown Share within the meaning of section 27 of the *Canada Oil and Gas Act.* (S.C. *1980-81-82-83, c. 81*).

7. (96) The amounts payable to the Inuvialuit under subsection (95) shall be calculated on the basis of the laws and regulations in force on December 31, 1983 applicable to Crown lands in the Northwest Territories.

Application of Laws to Inuvialuit Lands

7. (97) Except as otherwise provided in this Agreement, Inuvialuit lands shall be subject to the laws of general application applicable to private lands from time to time in force, including, without restricting the generality of the foregoing, territorial laws and ordinances that apply or are made to apply generally to private lands.

7. (98) Without limiting the application of subsection (97), it may be agreed that laws and regulations that apply only to Crown lands shall apply to Inuvialuit lands if the Inuvialuit or the appropriate minister so request and the other party consents.

7. (99) Where the Inuvialuit dispose of new rights respecting oil, gas, coal, minerals, sand and gravel and rock on Inuvialuit lands, the Inuvialuit Land Administration may set terms and conditions with respect to the environment and safety that equal or exceed the standards provided for under the laws of general application referred to in subsection (97).

7. (100) The parties to this Agreement agree that Inuvialuit lands shall be considered, accepted and deemed not to be lands reserved for Indians.

7. (101) Subject to this Agreement, the Inuvialuit shall continue to enjoy all of the rights of any property owner under the laws of general application.

Interim Land Regime

7. (102) The Government shall, on receiving Cabinet approval to proceed to execute this Agreement, withdraw from disposition under the *Territorial Lands Act*, as quickly as possible:

(*a*) the Inuvialuit land selections referred to in subsections 9(3) and (4), except

(i) oil, gas and minerals included within oil, gas and mineral leases or permits referred to in Annex P, except those surrendered to Canada between October 31, 1978 and the date of the execution of this Agreement,

(ii) sand and gravel and

(iii) the surface of the lands listed in Annexes Q and R; and

(*b*) the Inuvialuit land selections referred to in subsection 9(5), except

(i) oil, gas, related hydrocarbons, coal, native sulphur and minerals as defined in Annex M,

(ii) sand and gravel, and

(iii) the surface of the lands listed in Annexes Q and R.

7. (103) Between the date of the execution of this Agreement and the coming into force of the Settlement Legislation, sand and gravel permits shall be issued in respect of Inuvialuit lands referred to in subsections 9(3) to (5) only on the basis of the provisions of subsections (27) to (42) or by Canada with the consent of COPE, but such consent shall not be unreasonably withheld in respect of the issuance of permits for sand and gravel from reasonable sources of supply to meet usual governmental needs. No sand and gravel permit shall be issued by Canada to a third party for a period longer than one year.

7. (104) Between the date of the execution of this Agreement and the coming into force of the Settlement Legislation, as oil, gas and mineral leases and permits referred to in subsection (102) terminate, Canada shall withdraw the lands that were subject to the leases and permits from further disposition. Those lands shall not be disposed of without the consent of COPE.

7. (105) Between the date of the execution of this Agreement and the coming into force of the Settlement Legislation, no surface rights shall be created by Canada with respect to Inuvialuit land selections referred to in subsections 9(3) to (5) without the consent of COPE, except as follows:

(*a*) with respect to the surface leases and licences set out in Annex Q, the consent of COPE to any replacement thereof will first be sought, but if COPE withholds such consent, the Minister may issue a lease or licence for a term ending not later than December 31, 1984. Such lease or licence shall be issued on the condition that a Participation Agreement, as contemplated by section 10, will be entered into between COPE, ILA and the applicant for the lease or licence, if COPE so requests; and (*b*) if the applicant and COPE cannot agree as to the terms of the Participation Agreement, the Minister may require, as a condition of issuing the lease or licence, that the applicant enter into a Participation Agreement containing any terms proposed by COPE, ILA and the applicant that, in the opinion of the Minister, are reasonable and appropriate.

7. (106) No government reservations shall be created on Inuvialuit lands between the date of the execution of this Agreement and the coming into force of the Settlement Legislation without the consent of COPE. If at any time in the future those reservations or any portions thereof described in Annex R are no longer needed for the purpose for which they were being used as of October 31, 1978, they shall be terminated and removed as an encumbrance against the title of the Inuvialuit lands received under the Settlement Legislation.

7. (107) No lease or licence issued pursuant to subsection (105) without the consent of COPE shall extend beyond December 31, 1984, and no such lease or licence shall include any right to the renewal thereof.

7. (108) Between the date of the execution of this Agreement and the coming into force of the Settlement Legislation, with respect to the lands referred to in subsections 9(3) to (5), where any surface lease or licence ceases or expires, and where the Minister does not replace the surface lease or licence provided by subsection (105), the lands covered by the lease or licence shall be withdrawn from further disposition if COPE so requests. Those lands shall not be disposed of without the consent of COPE.

7. (109) From the date of the coming into force of the Settlement Legislation, no further surface rights on Inuvialuit lands shall be created other than by the Inuvialuit, and the Inuvialuit shall have the full rights of ownership as provided by the Settlement Legislation with respect to those lands, subject to existing surface rights.

7. (110) The withdrawal of lands from disposition pursuant to subsection (102) shall continue until revoked by Order in Council.

7. (111) Prior to the coming into force of the Settlement Legislation, no revocation of the withdrawal referred to in subsection (110) shall be made without the consent of COPE.

7. (112) Subsection (111) does not apply after March 27, 1986.

HUSKY LAKES/CAPE BATHURST AREAS

8. (1) With respect to Area Number 2 in Annex D, approval for any development activity shall be withheld unless the developer proves that the proposed development activity meets acceptable environmental standards and accounts for his standard of performance. The criteria for establishing acceptable environmental standards for the project and evaluating the developer's standard of performance shall be set by the Environmental Impact Review Board.

8. (2) Where approval is withheld pursuant to subsection (1), there shall be a right of appeal to the Minister who shall make the final decision. The procedure on appeal shall be the same as that provided in section 45 of the Territorial Land Use Regulations as amended from time to time.

8. (3) Where permits are relinquished by oil and gas developers within Area Number 2 in Annex D, the relevant areas shall not be opened for future oil and gas development by Canada without prior consultation with the Inuvialuit Land Administration. For greater certainty, the Minister shall not enter into exploration agreements for those areas nor permit Petro Canada to select those areas nor issue oil and gas leases for those areas without the agreement of the Inuvialuit Land Administration or, if the Inuvialuit Land Administration does not agree, without the approval of the Governor in Council.

8. (4) No dredging or development activity, such as the building of drilling platforms or fuel storage facilities, shall be carried on in the waters of the areas shown as Areas Number 1 and Number 2 in Annex D.

8. (5) The title to the 800 square miles of land selected in Cape Bathurst (the "Cape Bathurst selection") pursuant to subparagraph 7(1)(*a*)(ii), shown as Area Number 3 in Annex D, shall be subject to permits 4954 and 4955, as approximately shown in the parts marked "a" within Area Number 3 in Annex D.

8. (6) Any new subsurface development with respect to the Cape Bathurst selection shall be subject to the consent of Canada.

8. (7) Where Canada wishes to approve development of land under permits numbered 4954 and 4955, any approval for access shall be withheld unless the developer proves that the proposed development activity meets acceptable environmental standards and accounts for his standard of performance. The criteria for establishing acceptable environmental standards for the project and evaluating the developer's standard of performance shall be set by the Environmental Impact Review Board. The provisions of subsection (2) apply with such modifications as the circumstances require.

SELECTION OF INUVIALUIT LANDS

9. (1) Inuvialuit lands selected for conveyance on passage of the Settlement Legislation have been selected from the lands traditionally used and occupied by the Inuvialuit, as shown in Annex B, unless otherwise agreed.

9. (2) Land selections by the Inuvialuit were based on the following criteria:

(*a*) lands of importance to the Inuvialuit for reasons of biological productivity or traditional pursuits, including hunting, trapping and fishing;

(*b*) areas that may be important to the Inuvialuit for the future development of tourism or that may offer other economic opportunities for the Inuvialuit;

(*c*) areas of importance to the Inuvialuit because of the production of the wildlife and protection of the habitat;

(*d*) historic Inuvialuit sites or burial grounds;

(*e*) any areas that might be used by new Inuvialuit communities to be created in the future;

(*f*) lands that do not contain proved oil and gas reserves;

(*g*) lands that were not privately owned and lands that did not constitute public works as of July 13, 1978. The Inuvialuit may select and own the subsurface below privately owned lands and public work sites within paragraph 7(1)(*a*) lands if such subsurface ownership does not interfere with the private and public work use of the surface; and

(*h*) in the selection of lands under paragraphs (*a*) to (*e*), it is understood that the Inuvialuit shall acquire certain non-renewable substances that may provide economic opportunities.

9. (3) The Inuvialuit lands selected by agreement between COPE and Canada pursuant to subparagraph 7(1)(*a*)(i) are:

(*a*) the block of land near Aklavik shown in Annex F and described in Annex F-1;

(*b*) the block of land near Inuvik shown in Annex G and described in Annex G-1;

(*c*) the block of land near Tuktoyaktuk shown in Annex H and described in Annex H-1, except the community site shown in Annex H-2 and described in Annex H-3;

(*d*) the block of land near Paulatuk shown in Annex I and described in Annex I-1, except the community site shown in Annex I-2 and described in Annex I-3;

(*e*) the block of land near Sachs Harbour shown in Annex J and described in Annex J-1, except the community site shown in Annex J-2 and described in Annex J-3; and

(*f*) the block of land near Holman shown in Annex K and described in Annex K-1, except the community site shown in Annex K-2 and described in Annex K-3.

9. (4) The Inuvialuit land selected by agreement between COPE and Canada pursuant to subparagraph 7(1)(*a*)(ii) is the block of land shown in Annex D as Area Number 3 and described in Annex D-1.

9. (5) The Inuvialuit lands selected by agreement between COPE and Canada pursuant to paragraph 7(1)(*b*) are:

(*a*) the block of land near Aklavik shown in Annex F and described in Annex F-2;

(*b*) the blocks of land near Inuvik shown in Annex G and described in Annex G-2;

(*c*) the block of land near Tuktoyaktuk shown in Annex H-5 and described in Annex H-6;

(*d*) the block of land near Paulatuk shown in Annex I-4 and described in Annex I-5;

(*e*) the block of land near Sachs Harbour shown in Annex J-4 and described in Annex J-5; and

(*f*) the blocks of land on Victoria Island shown in Annex K-4 and described in Annex K-5.

9. (6) All Inuvialuit lands have been selected on the basis of negotiations between Canada and COPE, as approved by the Minister.

9. (7) All Inuvialuit lands so selected shall be transferred to the Inuvialuit Land Corporation, or the Inuvialuit Regional Corporation for the Inuvialuit Land Corporation, pursuant to the provisions of this Agreement and the Settlement Legislation.

PARTICIPATION AGREEMENTS

10. (1) For the purposes of exploration, development and production activities by holders of valid rights or interests issued by Canada on 7(1)(*a*) lands and holders of petroleum, coal or mineral rights or interests issued by Canada on 7(1)(*b*) lands, access on and across Inuvialuit lands shall be guaranteed by the Inuvialuit Land Administration (ILA), subject to the payment by the developer of fair compensation to the Inuvialuit for such access, for any damage to Inuvialuit lands and for any diminution of the value of their interests in their lands.

10. (2) Except as otherwise agreed by the ILA, before exercising his guaranteed right of access, a developer must have concluded a valid Participation Agreement with the ILA setting out the rights and obligations of the parties respecting the activity for which the access is being granted.

10. (3) The ILA shall have the right to negotiate with the developer/applicant an appropriate land rent (not to include royalty revenues) and a Participation Agreement that may include specific terms and conditions respecting the nature and magnitude of the land use for which the access is being sought. Without limiting their generality, the terms and conditions may also include:

(*a*) costs associated with any ILA inspection of the development work sites and the nature and scope of such inspection;

(*b*) wildlife compensation, restoration and mitigation;

(*c*) employment, service and supply contracts;

(*d*) education and training; and

(*e*) equity participation or other similar types of participatory benefits.

10. (4) The term of a Participation Agreement may continue until the termination date of the right issued or the interests accorded by Canada to which the Participation Agreement relates.

10. (5) The area to which a Participation Agreement applies is the area in which the activities of the holder of the right or interest take place and the area affording access thereto and egress therefrom.

10. (6) The parties to a Participation Agreement shall have the right to monitor and, where necessary, inspect any activity undertaken under the terms of that Participation Agreement.

10. (7) Except where the Inuvialuit and industry have concluded a voluntary co-operation agreement referred to in subsection 16(12), Canada, after negotiating with the ILA, shall determine procedures and timetables for concluding Participation Agreements including the time period for the negotiation and arbitration phases. Such procedures and timetables shall be reasonable, shall reflect the size and nature of the different types of projects and shall generally accord with government approval schedules, including both statutory and administrative schedules. The fundamental objective is to conduct the negotiations in a fair and expeditious manner, ensuring that negotiations between the Inuvialuit and industry proceed concurrently with the government approval process.

10. (8) Where the parties have not been able to agree on a Participation Agreement, the matter shall be referred to the Arbitration Board pursuant to section 18. The Arbitration Board shall have before it as the basis of its arbitration the last comprehensive proposal put forward by each of the parties. The parties shall promptly submit to the Arbitration Board the reasons for their positions.

10. (9) The Arbitration Board may select the proposal it considers the more reasonable or may, after consultation with the parties, make a compromise ruling.

ENVIRONMENTAL IMPACT SCREENING AND REVIEW PROCESS

11. (1) The developments subject to environmental impact screening include:

(*a*) developments described in subsection 13(7);

(*b*) developments in the Yukon North Slope region described in section 12;

(*c*) developments in the Inuvialuit Settlement Region in respect of which the Inuvialuit request environmental impact screening; and

(*d*) subject to any agreement between the Inuvialuit and the Dene/Metis, developments in areas including the Aklavik land selections where the traditional harvest of the Dene/Metis may be adversely affected, on request by the Dene/Metis or by the Inuvialuit.

11. (2) Each development subject to screening shall be dealt with in accordance with the procedures, principles, criteria and provisions applicable under this Agreement. Except for screening and review for the purposes of wildlife compensation, the process described in this section applies only to onshore development. There shall be a similar process in the Yukon Territory in the area south of the watershed and north of the Porcupine and Bell Rivers, in which native and government representation shall be equal.

11. (3) There is hereby established the Environmental Impact Screening Committee, to be made up of seven (7) permanent members. Canada and the Inuvialuit shall each appoint three (3) permanent members. Of the three permanent members appointed by Canada, each of the Governments of the Northwest Territories and the Yukon Territory shall designate one. Additional members may be designated from time to time pursuant to subsection (8).

11. (4) A Chairman shall be appointed by Canada, with the consent of the Inuvialuit. Where the parties cannot agree on a Chairman, the Chief Justice of either of the Territories may appoint a Chairman at the request of one of the parties.

11. (5) The permanent members shall be appointed, remunerated and replaced by the respective appointing parties. The term of office of all permanent members, including the Chairman, shall be three years and they are eligible to be re-appointed on the expiration of the term.

11. (6) Each screening shall be carried out by a panel of five (5) of the permanent members, two (2) appointees of Canada, two (2) appointees of the Inuvialuit, and the Chairman, plus, if applicable, additional members designated pursuant to subsection (8). Of the two permanent members appointed by Canada, one shall be designated by the Territorial Government in whose jurisdiction the development being screened is to be located. The representation of Government of the Yukon Territory for matters north of the watershed and of the Government of the Northwest Territories for matters in the Western Arctic Region shall increase as their respective jurisdictions increase and shall form a majority of the appointees of Canada for matters exclusively within their respective jurisdictions.

11. (7) Where any of the parties fails to nominate a sufficient number of persons within a reasonable time, the Committee may discharge its responsibilities with such members as have been appointed.

11. (8) Where an organization recognized for an adjacent comprehensive land claims settlement considers that a development being screened is capable of having a negative environmental impact to the detriment of native persons using or occupying the Inuvialuit Settlement Region and the organization represents those native persons, it shall have the right, at its expense, to designate for the screening panel one (1) additional member, or more than one if so agreed by way of agreement between the Inuvialuit and the duly authorized organization representing the native group in question. Canada shall have the right to designate additional members sufficient to attain representation on the panel equivalent to that of the natives.

11. (9) As adjacent land claims are settled, the representation on panels available to other native organizations by virtue of subsection (8) shall cease unless like representation is available to the Inuvialuit on like panels dealing with adjacent land areas used or occupied by the Inuvialuit.

11. (10) All members of the Screening Committee shall have one vote except the Chairman who shall vote only in the case of a deadlock.

11. (11) The Screening Committee may establish and adopt by-laws and rules for its internal management and procedures in order to ensure reasonable and expeditious consideration of applications.

11. (12) The proponents of a development required to be screened shall submit a project description to the Screening Committee during the preliminary planning stage containing the following information:

(*a*) the purpose of the project;

(*b*) the nature and extent of the proposed development;

(*c*) the rationale for the site selection; and

(*d*) information and technical data in sufficient detail to permit an adequate preliminary assessment of the project and its environmental impact.

11. (13) On receipt of a project description, the Screening Committee shall expeditiously determine if the proposed development could have a significant negative environmental impact and shall indicate in writing to the governmental authority competent to authorize the development that, in its view:

(*a*) the development will have no such significant negative impact and may proceed without environmental impact assessment and review under this Agreement;

(*b*) the development could have significant negative impact and is subject to assessment and review under this Agreement; or

(*c*) the development proposal has deficiencies of a nature that warrant a termination of its consideration and the submission of another project description.

11. (14) For the purposes of paragraph 13(*a*), the Screening Committee shall take into account any prior governmental development or environmental impact review process that, in its opinion, adequately encompassed the assessment and review function.

11. (15) Where a proposed development is or may be subject to a governmental development or environmental impact review process, and in the opinion of the Screening Committee that review process adequately encompasses or will encompass the assessment and review function, the Screening Committee shall refer the proposal to the body carrying out that review process.

11. (16) If, in the opinion of the Screening Committee, the review process referred to in subsection (14) does not or will not adequately encompass the assessment and review function, or if the review body declines to carry out such functions, the proposal shall be referred to the Review Board for a public review.

11. (17) Decisions of the Screening Committee shall be made by majority vote of the panel appointed, shall be in writing and shall be signed by all panel members.

11. (18) The Environmental Impact Review Board is hereby established to be the review body for any development referred to it pursuant to this Agreement. The Review Board shall have seven (7) permanent members, three (3) appointed by Canada, three (3) appointed by the Inuvialuit and a Chairman appointed by Canada, with the consent of the Inuvialuit. Of the three (3) members appointed by Canada, one shall be designated by the Territorial Government in whose jurisdiction the development being reviewed is to be located. The representation of the Government of the Yukon Territory for matters north of the watershed and of the Government of the Northwest Territories for matters in the Western Arctic Region shall increase as their respective jurisdictions increase and shall form a majority of appointees for matters exclusively within their respective jurisdictions. The membership of the Review Board may be increased or decreased from time to time at the discretion of Canada, but the same proportion of representation for Canada and the Inuvialuit shall be maintained.

11. (19) The Review Board shall deal with each development subject to environmental assessment and review in accordance with the applicable provisions of this Agreement. For greater certainty, subsections (6) to (9) apply to the constitution of the Review Board panels, with such modifications as the circumstances require.

11. (20) The permanent members of the Review Board shall be appointed, remunerated and replaced by the respective appointing parties. The term of office of all permanent members, including the Chairman, shall be three (3) years and they are eligible to be re-appointed on the expiration of the term.

11. (21) Where any of the parties fails to nominate a sufficient number of persons within a reasonable time, the Review Board may discharge its responsibilities with such members as have been appointed.

11. (22) A person may be a member of both the Screening Committee and the Review Board.

11. (23) Canada shall provide to the Review Board the staff required to enable it to fulfil its functions. The Review Board may establish and adopt by-laws and rules for its internal management and its procedures.

11. (24) The Review Board shall expeditiously review all projects referred to it and on the basis of the evidence and information before it shall recommend whether or not the development should proceed and, if it should, on what terms and conditions, including mitigative and remedial measures. The Review Board may also recommend that the development should be subject to further

assessment and review and, if so, the data or information required.

11. (25) Decisions of the Review Board shall be made by majority vote of the panel appointed, shall be in writing and shall be signed by all panel members.

11. (26) A register shall be kept of all decisions of the Review Board. The data used by the Review Board shall be retained and made available to the public on request.

11. (27) The decision containing the recommendations of the Review Board shall be transmitted to the governmental authority competent to authorize the development. That authority, consistent with the provisions of this section and after considering, among other factors, the recommendations of the Review Board, shall decide whether or not, on the basis of environmental impact considerations, the development should proceed and, if so, on what terms and conditions, including mitigative and remedial measures.

11. (28) If, pursuant to subsection (27), the competent governmental authority decides that further impact assessment and review is required, the proposed development shall be subject to further impact assessment and review based on the same or different information, requirements or specifications as the governmental authority considers appropriate.

11. (29) If the competent governmental authority is unwilling or unable to accept any recommendations of the Review Board or wishes to modify any such recommendations, it shall give reasons in writing within thirty (30) days, stating why it has not accepted the recommendations.

11. (30) The decision of the competent governmental authority shall be transmitted to the interested parties and made public.

11. (31) No licence or approval shall be issued that would have the effect of permitting any proposed development to proceed unless the provisions of this section have been complied with.

11. (32) For greater certainty, nothing in this section restricts the power or obligation of the Government to carry out environmental impact assessment and review under the laws and policies of Canada.

YUKON NORTH SLOPE

12. (1) For the purposes of this section, "Yukon North Slope" means all those lands between the jurisdictional boundaries of Alaska and the Yukon Territory and the Northwest Territories, north of the height of land dividing the watersheds of the Porcupine River and the Beaufort Sea, and including adjacent nearshore and offshore waters and islands.

Principles

12. (2) The Yukon North Slope shall fall under a special conservation regime whose dominant purpose is the conservation of wildlife, habitat and traditional native use.

12. (3) Subject to subsections (5) to (15):

(*a*) all development proposals relating to the Yukon North Slope shall be screened to determine whether they could have a significant negative impact on the wildlife, habitat or ability of the natives to harvest wildlife;

(*b*) other uses within the Yukon North Slope shall be considered and may be permitted if it is shown that there would be no significant negative impact on wildlife, habitat or native harvesting.

(*c*) other uses within the Yukon North Slope that may have a significant negative impact on wildlife, habitat or native harvesting shall be permitted if it is decided that public convenience and necessity outweigh conservation or native harvesting interests in the area; and

(*d*) development proposals relating to the Yukon North Slope that may have a significant negative impact shall be subject to a public environmental impact assessment and review process.

Disposal of Land

12. (4) Subject to this section, the withdrawal from disposition under the *Territorial Lands Act* of certain lands described in the *Prohibition and Withdrawal of Certain Lands from Disposal Order* (SOR/80-198, 27 March, 1980, as set out in Annex E-1), within the Yukon North Slope shall be maintained.

National Park

12. (5) Canada agrees to establish, under the *National Parks Act*, the Settlement Legislation or such other legislation as may be appropriate or necessary, a National Park comprising the western portion of the Yukon North Slope shown in Annex E and more particularly described as the area bounded to the south by the height of land being the watershed and to the east by the eastern shoreline of the Babbage River.

12. (6) The planning for the National Park and the management thereof shall have as their objects to protect the wilderness characteristics of the area, maintaining its present undeveloped state to the greatest extent possible, and to protect and manage the wildlife populations and the wildlife habitat within the area.

12. (7) Except as provided in subsection (14), the National Park shall be zoned and managed as a wilderness oriented park.

12. (8) Development activities inconsistent with the purposes of the National Park shall be prohibited, and any change in the character of the National Park shall requir the consent of the Inuvialuit.

12. (9) The Wildlife Management Advisory Council established by subsection (46), in addition to its other duties and functions, shall advise the appropriate minister on park planning and management. The Counci shall recommend a management plan for the National Park.

12. (10) No lands forming part of the National Park shall be removed from National Park status without the consent of the Inuvialuit.

12. (11) Canada agrees that prior to the establishment of the National Park, the lands comprising it shall be maintained in a manner that recognizes their future use and protects the land and its habitat for this purpose.

12. (12) Nothing inconsistent with the provisions of this Agreement shall be permitted between the date of the execution of this Agreement and the coming into force of appropriate legislation creating the Park.

12. (13) The rights provided to the Inuvialuit under this Agreement in respect of the National Park shall take effect as of the date of the coming into force of the Settlement Legislation. For greater certainty, the Government of the Yukon Territory shall retain its present jurisdiction until the creation of the National Park.

12. (14) If it is determined pursuant to section 11 that an area identified in Annex E as Stokes Point is required for limited scale use and temporary use purposes in support of hydrocarbon development, the use shall be permitted on the following conditions:

(*a*) the land to be used does not exceed forty acres and any additional land that is required to satisfy the licencing requirements of the Yukon Territorial Water Board;

(*b*) the use of the land is such as not to prevent its restoration to the state it was in prior to such use; and

(*c*) the activity must not be on a scale and of a nature as to significantly derogate from the quality and character of the adjacent Park lands.

12. (15) In subsection (14),

(*a*) "limited scale use" includes the storage of fuel and supplies, emergency repairs and maintenance facilities, transhipment depots, caches and similar uses; and

(*b*) "temporary use" means a period of active occupation that, in the aggregate, does not exceed six years.

Territorial Park

12. (16) The parties agree that Herschel Island is to be established as the Herschel Island Territorial Park and, in establishing that Park, the Government of the Yukon Territory will consult the Inuvialuit.

12. (17) Except for the lands adjacent to Pauline Cove, the park regime on Herschel Island shall be no less stringent than that of the National Park pursuant to subsections (5) to (13).

12. (18) Within the lands adjacent to Pauline Cove, the historic resources shall be protected in a manner no less stringent than that of the regime of a National Historic Park as set out in the *National Parks Act*.

12. (19) Any development activity proposed within the lands adjacent to Pauline Cove shall be subject to the screening and review process set out in section 11: and

(*a*) the criteria set out in subsection (23) shall apply; and

(*b*) the terms and conditions governing such development shall be no less stringent than those under the Territorial Land Use Regulations in force at the time.

Area East of the Babbage River

12. (20) The parties agree that the area east of the Babbage River extending to the jurisdictional boundary between the Yukon Territory and the Northwest Territories, but not including the adjacent nearshore and offshore waters, shall be designated as an area in which controlled development may take place, subject to the provisions of this Agreement and to laws of general application.

12. (21) Any development activity proposed for the area referred to in subsection (20) shall be subject to the screening and review process set out in section 11.

12. (22) Any development activity proposed for the adjacent nearshore and offshore waters shall be subject to the normal government process and the wildlife compensation provisions of section 13.

12. (23) The appropriate review board shall take into account the following criteria in its consideration of any development proposal:

(*a*) analysis of the significance of the part or parts of the Yukon North Slope proposed for development use from the standpoint of conservation and harvesting interests;

(*b*) evaluation of practical alternative locations and of the relative commercial and economic merits of and environmental impact on such locations compared to the part or parts of the area proposed for utilisation in the application;

(*c*) evaluation of the environmental and social impacts of the proposed development;

(*d*) weighing of the interests of users, conservationists and harvesters in the Yukon North Slope against public convenience and necessity for development;

(*e*) evaluation of the ability of the applicant to demonstrate that he has, or will acquire, the proven capability to carry out the project in accordance with established standards of performance, safeguards and other requirements and to carry out the necessary environmental mitigation and restoration; and

(*f*) requirements for effective machinery to ensure that the development proceeds in accordance with any established terms and conditions.

Inuvialuit Harvesting Rights

12. (24) Subject to the laws of general application respecting public safety and conservation, the Inuvialuit right to harvest on the Yukon North Slope includes:

(*a*) subject to the collective harvesting rights in favour of all native peoples under the Porcupine Caribou

Management Agreement referred to in Annex L, the preferential right to harvest all species of wildlife, except migratory non-game birds and migratory insectivorous birds, for subsistence usage throughout the Yukon North Slope;

(*b*) the exclusive right to harvest furbearers and polar bear; and

(*c*) the exclusive right to harvest game within the National Park, the Territorial Park and adjacent islands.

12. (25) Where harvesting rights are extended to other native peoples pursuant to subsection (33) and subsections 14(17) and (18), their requirements as to subsistence usage shall be taken into account in setting subsistence quotas and the subsistence requirements of all native peoples shall be accommodated within conservation limits.

12. (26) Sport fishing shall be permitted throughout the Yukon North Slope including the National Park and the Territorial Park.

12. (27) Where, in the exercise of their exclusive right to harvest game within the National Park and the Territorial Park, the Inuvialuit wish to permit:

(*a*) persons who are not beneficiaries of the Inuvialuit Settlement or adjacent land claims settlements to harvest any such game, prior approval of the appropriate minister is required and that minister may grant the privilege on any terms and conditions he stipulates; and

(*b*) persons who are beneficiaries of adjacent land claims settlements to harvest any such game, those persons, if so permitted, may harvest game on the same basis as the Inuvialuit.

12. (28) Where, in the exercise of their exclusive right to harvest polar bear in the Yukon North Slope outside the National Park, the Inuvialuit permit persons who are not beneficiaries of the Inuvialuit Settlement or adjacent land claims settlements to harvest any such polar bear, the harvesting shall be regulated by the competent authority under the laws of general application.

12. (29) Where, in the exercise of their exclusive right to harvest furbearers in the Yukon North Slope outside the National Park, the Inuvialuit permit non-Inuvialuit to harvest any such furbearers, the harvesting shall be subject to any approval or notification required by the appropriate government and shall be regulated by the competent authority under the laws of general application.

12. (30) For greater certainty, the Inuvialuit shall make no gain or profit from the granting of permission to non-Inuvialuit to harvest furbearers except where it is part of a reciprocal arrangement with beneficiaries from an adjacent land claims settlement.

12. (31) The Inuvialuit may trade and barter game products with other Inuvialuit beneficiaries in the Yukon North Slope.

12. (32) Subject to the provisions of the *Migratory Birds Convention Act* and any regulations thereunder, the Inuvialuit may for subsistence usage sell game products to other Inuvialuit beneficiaries in the National Park.

12. (33) Where native beneficiaries in adjacent land claims settlements acquire rights to game resources within the Yukon North Slope on the basis of traditional use and occupancy, those beneficiaries shall be entitled to exchange game products with the Inuvialuit on the same basis as that provided for the Inuvialuit under this Agreement.

12. (34) Where, in the final settlement of the land claims of adjacent native groups, provision is made for the exchange of game products with the Inuvialuit, the right of the Inuvialuit to exchange amongst themselves shall be extended to those other native beneficiaries.

12. (35) Subject to the provisions of the *Migratory Birds Convention Act*, any regulations thereunder and other similar laws of general application, the right to harvest includes the right to sell the non-edible products of legally harvested game.

12. (36) The right to harvest game includes the right to use present and traditional methods of harvesting and the right to possess and use all equipment reasonably needed to exercise that right, subject to international agreements to which Canada is a party and to laws of general application respecting public safety and conservation. The right to harvest game includes the right to possess and transport legally harvested game within and between the Yukon Territory and the Northwest Territories.

12. (37) Subject to subsection (38), the right to harvest game includes the right to travel and establish camps as necessary to exercise that right.

12. (38) In the National Park referred to in subsection (5) and the Territorial Park referred to in subsection (16) the Inuvialuit have the right to use existing hunting, fishing and trapping facilities associated with their game harvesting activities and to establish new facilities after consultation with the management authority. The location of new facilities shall be determined on the basis of the parks' management objectives.

12. (39) The Inuvialuit need not obtain permits, licences or other authorization to harvest game, but may be required to show proof of status as Inuvialuit beneficiaries. Where, for the purpose of conservation, permits, licences or other authorizations are required by the appropriate minister or on the recommendation of the Wildlife Management Advisory Council or the Porcupine Caribou Management Board, the Inuvialuit shall have the right to receive such permits, licences or other authorizations from the local authority at no cost.

12. (40) Nothing in this Agreement or the Settlement Legislation shall prevent any person from taking game for survival in an emergency.

12. (41) Within their respective jurisdictions, governments shall determine the harvestable quotas for wildlife species based on the principles of conservation and the following procedures:

(*a*) the Wildlife Management Advisory Council (North Slope) established by subsection (46) shall determine the total allowable harvest for game according to conservation criteria and such other factors as it considers appropriate. The Council shall make its recommendations to the appropriate minister, who shall, if he differs in opinion with the Council, set forth to the Council his reasons and afford the Council a further consideration of the matter;

(*b*) in determining the total allowable harvest, conservation shall be the only consideration. For greater certainty, where the Inuvialuit have the exclusive right to harvest, they shall be entitled to harvest the total allowable harvest;

(*c*) for the purposes of management and in order to protect the interest of the Inuvialuit harvesters, subsistence quotas for the wildlife referred to in paragraph (24)(*a*) shall be jointly established by the Inuvialuit and the governments having jurisdiction over species or species groups of subsistence value, as follows:

(i) within the total allowable harvest for game, the Wildlife Management Advisory Council (North Slope) shall determine the subsistence quotas according to the criteria and factors it considers appropriate in addition to those referred to in subparagraph (ii). The Council shall make its recommendations to the appropriate minister, who shall, if he differs in opinion from the Council, set forth to the Council his reasons and afford the Council further consideration of the matter, and

(ii) in determining the subsistence quota, the following criteria shall be taken into account by the Council or, where appropriate, by the Porcupine Caribou Management Board, and the appropriate minister:

(A) the food and clothing requirements of the Inuvialuit,

(B) the usage patterns and levels of harvest of the Inuvialuit,

(C) the requirements for particular wildlife species for subsistence usage,

(D) the availability of wildlife populations to meet subsistence usage requirements including the availability of species from time to time,

(E) the projections for changes in wildlife populations, and

(F) the national and international obligations of Canada with respect to migratory game birds.

(*d*) the allocation of the Inuvialuit quotas amongst themselves shall be the responsibility of the Inuvialuit.

Economic Benefits

12. (42) The parties agree that the predominant number of persons employed in the operation and management of the parks referred to in subsections (5) and (16) should be Inuvialuit. The appropriate government shall provide training to assist the Inuvialuit in qualifying for such employment.

12. (43) To the extent that the management regime of the parks provides for economic activities, the parties agree that opportunities should be provided to the Inuvialuit on a preferred basis.

12. (44) The Inuvialuit shall be invited to participate in the planning process for any development on the lands available for development adjacent to Pauline Cove on Herschel Island, and in the economic opportunities arising out of such development. Subject to all applicable laws, the Inuvialuit shall have the right of first refusal with respect to any activities in the nature of guiding related to wildlife within the Yukon North Slope.

12. (45) The Inuvialuit and the Council for Yukon Indians may enter into bilateral agreements, such as the agreement dated March 15, 1984 between the Council for Yukon Indians and the Inuvialuit, whereby the native groups may share in the rights, privileges and benefits afforded Inuvialuit beneficiaries in the Yukon North Slope.

Wildlife Management Advisory Council (North Slope)

12. (46) In order to provide for joint planning by the native people and the governments in the Yukon North Slope with respect to the principles set out in subsections (2) and (3), a Wildlife Management Advisory Council shall be established as soon after the execution of this Agreement as is practicable.

12. (47) The Council shall have as permanent members a Chairman and an equal number of native and government members.

12. (48) The permanent members of the Council shall include at least one person designated by the Government of the Yukon Territory and one person designated by the Minister of the Environment of Canada.

12. (49) In addition to permanent members of the Council representing government, temporary members may be co-opted from government departments as they may be required from time to time.

12. (50) The permanent members of the Council appointed to represent the native interests shall include persons designated by the Inuvialuit, and, subject to agreements, by other native groups that have acquired harvesting rights in the Yukon North Slope under their land claims settlements.

12. (51) The Chairman of the Council shall be appointed by the Government of the Yukon Territory, with the consent of the native members and Canada.

12. (52) The permanent members of the Council shall each have one (1) vote. The Chairman shall have a vote only in case of a deadlock. Temporary members shall not have a vote.

12. (53) The Council may establish rules and adopt by-laws regulating its procedures.

12. (54) The Government of the Yukon Territory agrees to provide a secretariat to assist in meeting the administrative needs of the Council.

12. (55) Each party shall pay the remuneration and expenses of the members of the Council that it appoints or designates.

12. (56) The Council shall provide advice to the appropriate ministers on all matters relating to wildlife policy and the management, regulation and administration of wildlife, habitat and harvesting for the Yukon North Slope and, without restricting the generality of the foregoing, the Council shall:

(*a*) provide advice on issues pertaining to the Yukon North Slope to the Porcupine Caribou Management Board, the Yukon Land Use Planning Commission, the Review Board and other appropriate groups;

(*b*) prepare a wildlife conservation and management plan for the Yukon North Slope for recommendation to the appropriate authorities as a means for achieving and maintaining the principles of conservation set out in subsections (2) and (3);

(*c*) determine and recommend appropriate quotas for Inuvialuit harvesting of game in the Yukon North Slope; and

(*d*) advise on measures required to protect habitat that is critical for wildlife or harvesting in the Yukon North Slope including those referred to in subsection 14(3).

Yukon North Slope Annual Conference

12. (57) There shall be a Yukon North Slope Annual Conference, to be held once a year in the Yukon Territory, to promote public discussion among natives, governments, and the private sector with respect to management co-ordination for the Yukon North Slope.

12. (58) Each Yukon North Slope Annual Conference shall be attended by representatives of native groups with an interest in the Yukon North Slope, at least one senior official from each appropriate government department and representatives of other interested parties, as selected by the Chairman, including industry and special interest groups.

12. (59) A Chairman shall be named at each Yukon North Slope Annual Conference to hold office until the next Annual Conference. The first Chairman shall be appointed by the Government of the Yukon Territory, the second Chairman shall be appointed by the native groups that have an interest in the Yukon North Slope and, thereafter, the Chairman shall be appointed by those parties on an alternating basis.

12. (60) The Government of the Yukon Territory agrees to provide administrative support services for the Yukon North Slope Annual Conference.

12. (61) During the third Yukon North Slope Annual Conference, Canada, the Government of the Yukon Territory and the Inuvialuit shall collectively review the proceedings and results of past Conferences and determine whether the objective in having such Conferences warrants their continuation and, where the Conferences are continued, such a review shall be carried out every three years thereafter.

WILDLIFE COMPENSATION

13. (1) The objectives of this section are:

(*a*) to prevent damage to wildlife and its habitat and to avoid disruption of Inuvialuit harvesting activities by reason of development; and

(*b*) if damage occurs, to restore wildlife and its habitat as far as is practicable to its original state and to compensate Inuvialuit hunters, trappers and fishermen for the loss of their subsistence or commercial harvesting opportunities.

Definitions and General Principles

13. (2) In this section,

"actual wildlife harvest loss" means provable loss or diminution of wildlife harvesting, or damage to property used in harvesting wildlife, or both;

"future harvest loss" means provable damage to habitat or disruption of harvestable wildlife having a foreseeable negative impact on future wildlife harvesting.

13. (3) Subject to this section, the Inuvialuit shall be compensated for actual wildlife harvest loss resulting from development in the Inuvialuit Settlement Region.

13. (4) Subject to this section, the Inuvialuit shall benefit from environmental protection measures designed to reduce future harvest loss resulting from development in the Inuvialuit Settlement Region.

13. (5) The provisions of this section do not apply to development activities on lands owned by the Inuvialuit under paragraph 7(1)(*a*) except developments proposed for lands presently the subject of outstanding leases or other existing rights.

13. (6) Where, in accordance with section 10, Participation Agreements are entered into that by voluntary agreement establish mitigative and remedial obligations for developers, subsection (16) does not apply.

Wildlife Impact Assessment

13. (7) Every proposed development of consequence to the Inuvialuit Settlement Region that is likely to cause a negative environmental impact shall be screened by the Screening Committee to determine whether the develop-

ment could have a significant negative impact on present or future wildlife harvesting.

13. (8) If the Screening Committee determines that a proposed development could have a significant negative impact on present or future wildlife harvesting, it shall refer the proposal for an environmental impact assessment and review in the manner provided by subsections (9) and (10).

13. (9) Where a proposed development is subject to environmental impact review that, in the opinion of the Screening Committee, adequately encompasses or will encompass the assessment and review function and includes or will include in its evaluation adequate terms and conditions of development and limits of liability, the Screening Committee shall refer the proposal to the body carrying out the environmental impact review.

13. (10) If, in the opinion of the Screening Committee, the review body does not or will not adequately incorporate within its review each element of the process set out in subsection (9), or if the review body declines to do so, the proposal shall be referred to the Review Board.

13. (11) Where, pursuant to subsection (10), a proposal is referred to the Review Board, it shall, on the basis of the evidence and information before it, recommend to the government authority empowered to approve the proposed development:

(*a*) terms and conditions relating to the mitigative and remedial measures that it considers necessary to minimize any negative impact on wildlife harvesting; and

(*b*) an estimate of the potential liability of the developer, determined on a worst case scenario, taking into consideration the balance between economic factors, including the ability of the developer to pay, and environmental factors.

13. (12) The Government agrees that every proposed development of consequence to the Inuvialuit Settlement Region that is within its jurisdiction and that could have a significant negative impact on wildlife habitat or on present or future wildlife harvesting will be authorized only after due scrutiny of and attention to all environmental concerns and subject to reasonable mitigative and remedial provisions being imposed.

Financial Responsibility

13. (13) Every developer, other than a government but including a Crown corporation, shall be required to prove financial responsibility before being authorized to undertake any development in the Inuvialuit Settlement Region.

13. (14) The government authority empowered to permit the development and set the terms and conditions thereof may require a developer to provide for and ensure financial responsibility with respect to the obligations and undertakings provided in this section in the form of a letter of credit, guarantee or indemnity bond or any other form satisfactory to the government authority.

Liability for Damage

13. (15) Where it is established that actual wildlife harvest loss or future harvest loss was caused by development, the liability of the developer shall be absolute and he shall be liable without proof of fault or negligence for compensation to the Inuvialuit and for the cost of mitigative and remedial measures as follows:

(*a*) where the loss was caused by one developer, that developer shall be liable;

(*b*) where the loss was caused by more than one developer, those developers shall be jointly and severally liable; and

(*c*) where the loss was caused by development generally, but is not attributable to any specific developer, the developers whose activities were of such nature and extent that they could reasonably be implicated in the loss shall be jointly and severally liable

13. (16) Subject to subsections (5) and (6), if any developer who has caused actual wildlife harvest loss or future harvest loss is unable or fails to meet his responsibilities therefor, Canada acknowledges that, where it was involved in establishing terms and conditions for the development, it has a responsibility to assume the developer's liability for mitigative and remedial measures to the extent practicable.

13. (17) No recourse pursuant to subsection (18) may be taken against a developer unless a claim is made under subsection (19) within three years from the time when the loss in respect of which the recourse is exercised occurred or first occurred, as the case may be, or could reasonably be expected to have become known to those affected thereby.

Recourses of the Inuvialuit

13. (18) Where actual wildlife harvest loss or future harvest loss results from development, the Inuvialuit may exercise the following recourses:

(*a*) respecting actual wildlife harvest loss, Inuvialuit hunters, trappers and fishermen who depend on hunting, trapping or fishing for a material part of their gross income have the right to obtain compensation for damage to or loss of harvesting equipment and for loss or reduction of hunting, trapping or fishing income. Inuvialuit claimants may act individually or collectively or through duly authorized representatives, subject to the right of the other parties to verify the representative quality or capacity of the group or representative and the validity of the claims. The types of compensation that may be claimed include the cost of temporary or permanent relocation, replacement of equipment, reimbursement in kind subject to harvestable quotas, provision of such wildlife products as may be obtainable under existing Acts and regulations, payment in lump sum or by instalments or any reasonable combination thereof. The claimant shall be entitled to indicate his preference as to type of compensation in making his claim, but the compensation award shall be subject to subsections (22) and (23);

(*b*) respecting actual wildlife harvest loss, Inuvialuit who harvest renewable resources for subsistence purposes have the right to obtain compensation for damage to or loss of harvesting equipment and for any material reduction in wildlife take or harvest. Inuvialuit claimants may act individually or collectively or through duly authorized representatives, subject to the right of the other parties to verify the representative quality or capacity of the group or representative and the validity of the claims. For greater certainty, the subsistence harvester may claim compensation measured by reference to his prior total take or harvest, notwithstanding that some part or all of it may have been directed to or used by others. The types of compensation that may be claimed include the cost of temporary or permanent relocation, replacement of equipment, reimbursement in kind subject to harvestable quotas, provision of such wildlife products as may be obtainable under existing Acts and regulations or, as a last resort, cash payment in lump sum or by instalments or any reasonable combination thereof. The claimant shall be entitled to indicate his preference as to type of compensation in making his claim, but the compensation award shall be subject to subsections (22) and (23); and

(*c*) respecting future harvest loss, any definable Inuvialuit group or community affected, including consumers of renewable resource products, collectively or through duly authorized representatives, subject to the right of the other parties to verify the representative quality or capacity of the group or representative and the validity of the claims, have the right to seek recommendations of the Arbitration Board pursuant to section 18 with respect to remedial measures, to the extent reasonably practicable, including cleanup, habitat restoration and reclamation. Such recourse shall be governed by subsection (24). The obligation of a developer for the taking of mitigative and remedial measures is subject to any limits established by the authority empowered to approve the proposed development.

Procedure for Claims, Mediation and Arbitration

13. (19) Every claim for actual wildlife harvest loss or future harvest loss alleged to have resulted from development shall be made in writing by the appropriate Inuvialuit claimant by means of a notice given by the claimant to the developer.

13. (20) During the sixty (60) day period following the giving of the notice referred to in subsection (19), the claimant and developer shall attempt to settle the claim and, for that purpose may, by mutual consent, appoint a mediator. If the claim is not settled within that period, the claimant may forward his allegations in writing to the Arbitration Board for hearing and decision in accordance with section 18.

13. (21) In order to succeed before the Arbitration Board, the claimant must prove, on a balance of probabilities:

(*a*) actual wildlife harvest loss or future harvest loss or both; and

(*b*) that the actual wildlife harvest loss or future harvest loss or both results from development.

13. (22) Where recourse is claimed pursuant to paragraph (18)(*a*) or (*b*), the onus is on the claimant to prove the loss on a balance of probabilities. The Arbitration Board shall take into account the priorities expressed by the claimant as to the nature of the compensation desired, but if it rules in favour of the claimant it must select the most reasonable type of compensation given the nature and extent of the loss.

13. (23) In making an award on a claim pursuant to paragraph (18)(*a*) or (*b*), the Arbitration Board shall estimate the duration of the impact of the development on wildlife harvesting and determine compensation accordingly. Saving in exceptional circumstances, the award for compensation should not be made with the intention of providing a guaranteed income in perpetuity and compensation should be on the basis of a diminishing scale for a limited time. The claimant shall, as far as reasonable in the circumstances, mitigate his damages and should subsequent events, including the effect of any mitigative or remedial measures, materially affect the claim, any party to the original proceedings may cause the hearing to be reopened in order that the decision may be rescinded or appropriately varied.

13. (24) Where recourse is claimed pursuant to paragraph (18)(*c*) and a governmental authority has jurisdiction to enforce mitigative and remedial measures, the Arbitration Board, having regard to the terms and conditions established by the authority empowered to authorize the development, shall recommend to that authority appropriate remedial measures if it is satisfied that the claimant has proven, on a balance of probabilities, future harvest loss resulting from development. Where the government authority does not comply with those recommendations, it shall give the reasons therefor in writing within sixty (60) days after the making of the recommendations.

Legal Rights and Recourses

13. (25) The wildlife compensation provisions and procedures in this section are without prejudice to the legal rights and recourses of the parties, but where the provisions of subsections (19) to (23) are applied, the decision of the Arbitration Board is final and binding on the parties to the arbitration, subject only to the review provisions of this Agreement.

WILDLIFE HARVESTING AND MANAGEMENT

Principles

14. (1) A basic goal of the Inuvialuit Land Rights Settlement is to protect and preserve the Arctic wildlife, environment and biological productivity through the application of conservation principles and practices.

14. (2) In order to achieve effective protection of the ecosystems in the Inuvialuit Settlement Region, there should be an integrated wildlife and land management regime, to be attained through various means, including the coordination of legislative authorities.

14. (3) It is recognized that in the future it may be desirable to apply special protective measures under laws, from time to time in force, to lands determined to be important from the standpoint of wildlife, research or harvesting. The appropriate ministers shall consult with the Inuvialuit Game Council from time to time on the application of such legislation.

14. (4) It is recognized that one of the means of protecting and preserving the Arctic wildlife, environment and biological productivity is to ensure the effective integration of the Inuvialuit into all bodies, functions and decisions pertaining to wildlife management and land management in the Inuvialuit Settlement Region.

14. (5) The relevant knowledge and experience of both the Inuvialuit and the scientific communities should be employed in order to achieve conservation.

Harvesting Rights

14. (6) This Agreement provides the Inuvialuit with certain harvesting rights to wildlife in the Western Arctic Region. The exercise of the Inuvialuit rights to harvest is subject to laws of general application respecting public safety and conservation. Nothing in this section gives the Inuvialuit a proprietary interest in any wildlife. Subject to the qualifications set out in subsections (15) to (18), these harvesting rights include:

(*a*) the preferential right to harvest all species of wildlife, except migratory non-game birds and migratory insectivorous birds, for subsistence usage throughout the Western Arctic Region;

(*b*) the exclusive right to harvest furbearers, including black and grizzly bears, throughout the Western Arctic Region;

(*c*) the exclusive right to harvest polar bear and muskox throughout the Western Arctic Region; and

(*d*) the exclusive right to harvest game on Inuvialuit lands and, if agreed on, other areas.

14. (7) Where harvesting rights are extended to other native peoples pursuant to subsections (15) to (18), their requirements as to subsistence usage shall be taken into account when setting subsistence quotas and the subsistence quotas and subsistence requirements of all the native peoples shall be accommodated within conservation limits.

14. (8) Where, in the exercise of their exclusive right to harvest referred to in paragraphs (6)(*b*), (*c*) and (*d*), the Inuvialuit permit persons other than natives to harvest, harvesting by those persons shall be subject to the laws of general application.

14. (9) Where, in the exercise of their harvesting rights, the Inuvialuit permit native beneficiaries of adjacent land claims settlements to harvest wildlife within the Western Arctic Region, those beneficiaries shall be treated on the same basis as the Inuvialuit, subject only to providing reasonable notice to the Government of the Northwest Territories.

14. (10) For greater certainty, the Inuvialuit shall derive no gain or profit from the granting of permission to non-Inuvialuit to harvest furbearers, except where it is part of a reciprocal arrangement with beneficiaries of adjacent land claims settlements.

14. (11) Subject to the *Migratory Birds Convention Act* and any regulations thereunder, the Inuvialuit may sell the non-edible products of legally harvested game.

14. (12) Subject to the *Migratory Birds Convention Act* and regulations thereunder, the Inuvialuit may sell, trade and barter game among Inuvialuit beneficiaries.

14. (13) Where native beneficiaries of adjacent land claims settlements acquire rights to game resources within the Western Arctic Region on the basis of traditional use and occupancy, those beneficiaries shall be permitted to exchange game products with the Inuvialuit on the same basis as that provided for the Inuvialuit under this Agreement. Where, in the final settlement of the land claims of adjacent native groups, provision is made for the exchange of game products with the Inuvialuit, the right of the Inuvialuit to exchange amongst themselves shall be extended to those other native beneficiaries.

14. (14) Between the date of the execution of this Agreement and the coming into force of the Settlement Legislation, governments, including the Governments of the Yukon Territory and Northwest Territories, shall consult with COPE when proposing any legislative or administrative change with respect to the harvesting of wildlife, and shall endeavour to respect the views, positions and recommendations of COPE on any matter respecting the harvesting of wildlife by the Inuvialuit. Canada agrees that, during this period, the *status quo* will be maintained in respect of wildlife legislation and regulations, to the extent necessary to ensure that the rights in respect of wildlife that the Inuvialuit receive pursuant to the Settlement, and in particular those provided by sections 12 and this section, are not prejudiced.

14. (15) As provided in subsection 3(10), agreements may be entered into with native groups in adjacent land claims areas respecting harvesting and wildlife manage-

ment, such as the agreement set out as an example in Annex S.

14. (16) It is acknowledged that Canada may, through settlements, provide harvesting rights for other native peoples to certain species of wildlife in the Inuvialuit Settlement Region, but any such rights shall be limited to species and areas traditionally used by such other native peoples. The interests of the Inuvialuit shall be protected by making the exercise of any such rights in the Inuvialuit Settlement Region subject to the same conditions that apply to the Inuvialuit and subject to the condition that such other native peoples provide the Inuvialuit, in the regions of those other native peoples, with reciprocal harvesting rights to species and in areas traditionally harvested by the Inuvialuit.

14. (17) Native persons who are not eligible to be enrolled in the Inuvialuit Land Rights Settlement but who can demonstrate that, at the time of this Agreement, they have traditionally harvested and currently harvest certain wildlife species within certain areas of the Inuvialuit Settlement Region, may continue to harvest such wildlife within those areas on the same basis as the Inuvialuit if the same privilege is extended by those other native people to Inuvialuit persons in areas outside the Inuvialuit Settlement Region.

14. (18) Persons holding a General Hunting Licence as of the date of execution of this Agreement who, reside in or near the Western Arctic Region, who are not eligible to be enrolled in the Inuvialuit Settlement and who can demonstrate that they have, on a regular basis, hunted caribou on Inuvialuit lands for their personal consumption shall be guaranteed access to those lands by the Inuvialuit to harvest caribou for that purpose. For greater certainty, such access shall be subject to the preferential right of the Inuvialuit to harvest for subsistence usage set out in paragraph (6)(*a*).

14. (19) It is agreed that the Wildlife Management Advisory Council (NWT) established by subsection (45) and the Fisheries Joint Management Committee established by subsection (61), shall, within their respective jurisdictions, serve as the mechanisms to facilitate the distribution of the harvest limits or the harvest for subsistence purposes among all the native peoples living in the vicinity of the Inuvialuit Settlement Region who traditionally depend on a common wildlife resource for food and clothing.

14. (20) Canada agrees to take all reasonable steps to ensure, by means of the agreements referred to in subsection (39), that all native peoples who traditionally harvest caribou from a specific herd are able to obtain an equitable share of caribou for food.

14. (21) Subject to this Agreement, the harvesting rights of a person holding a General Hunting Licence who resides in or near the Western Arctic Region shall not be prejudicially affected.

14. (22) For greater certainty, the Inuvialuit shall continue to have the right to qualify outside the Western Arctic Region for a General Hunting Licence under the *Territorial Game Ordinance*, R.O.N.W.T. 1974, C. G-1, until such Licence is superseded by the settlement of other native claims.

14. (23) The provisions of subsections 12(36) and (37) and 12(39) and (40) apply, with such modifications as the circumstances require, to harvesting under this section.

Fisheries

14. (24) The Inuvialuit may, without restriction, sell, trade or barter fish and marine mammal products acquired in subsistence fisheries to other Inuvialuit, regardless of residence, subject only to regulations to protect public health, to prevent sale, trade or barter to persons who do not qualify and to permit the acquisition of information necessary for the management of the fishery.

14. (25) Where native beneficiaries in adjacent land claims settlements acquire rights to harvest fish resources for subsistence within the Inuvialuit Settlement Region on the basis of traditional use and occupancy, those beneficiaries shall be entitled to exchange fish and marine mammal products with the Inuvialuit on the same basis as that provided for the Inuvialuit under this Agreement.

14. (26) Where, in the final settlements of the land claims of native groups adjacent to the Inuvialuit Settlement Region, provisions are made for the exchange of fish products with the Inuvialuit, the Inuvialuit shall be entitled to participate in the exchange under the conditions provided by those settlements, but in no case shall that right exceed the right granted to the Inuvialuit of exchange amongst themselves.

14. (27) Subject to the *Fisheries Act* and any regulations thereunder, the right to harvest fish and marine mammals includes the right to sell the non-edible products of legally harvested fish and marine mammals.

14. (28) The right to harvest fish and marine mammals includes the right to possess and transport legally harvested fish and marine mammals across jurisdictional boundaries between the Yukon Territory and the Northwest Territories.

14. (29) The Inuvialuit shall have first priority for the harvest of marine mammals, including first priority of access to all harvestable quotas for marine mammals within the Inuvialuit Settlement Region and the right to harvest a subsistence quota, to be set jointly by the Inuvialuit and the Government. They shall also have the right to harvest any portion of any commercial or other quotas that they can reasonably be expected to harvest within the quota year. The harvestable quotas for marine mammals shall be set jointly by the Inuvialuit and the Government according to the principles of conservation.

14. (30) All harvesting of fish is subject to the principles of conservation and the harvestable quotas set in accordance with those principles.

14. (31) The Inuvialuit shall have the preferential right within the Inuvialuit Settlement Region to harvest fish for subsistence usage including trade, barter and sale to other Inuvialuit. If subsistence quotas are required to be set out in order to ensure conservation of the resource, they shall be set jointly by the Inuvialuit and the Government pursuant to subsections (61) to (72). Subsection 12(39) applies, with such modifications as the circumstances require, to the subsistence harvest of fish and marine mammals pursuant to subsection (29).

14. (32) The Inuvialuit, whether individuals, cooperatives, corporations or collectives, shall be issued, subject to restrictions imposed by harvestable quotas, non-transferable licences to harvest under the commercial quota for any waters within the Inuvialuit Settlement Region, including the offshore, a total weight of fish per species equal to the weight of the largest annual commercial harvest of that species from those waters taken by the Inuvialuit in the preceding three years.

14. (33) Where the Inuvialuit wish to commercially harvest fish beyond the amounts fixed by subsection (32), they shall be treated on the same basis as other applicants.

14. (34) The Government agrees to implement suitable arrangements for the IDC commercial fishery within the Inuvialuit Settlement Region in order to accommodate the special economic and marketing features of the fishery.

14. (35) For greater certainty, subsections (24) to (34) apply to the entire Inuvialuit Settlement Region.

Management Processes

14. (36) Within their respective jurisdictions, the governments having responsibility for wildlife management shall determine the harvestable quotas for wildlife species based on the principles of conservation and the following procedures:

(*a*) the Wildlife Management Advisory Council (NWT) shall determine the total allowable harvest for game according to conservation criteria and such other factors as it considers appropriate. The Council shall make its recommendations to the appropriate minister, who shall, if he differs in opinion from the Council, set forth to the Council his reasons and afford the Council a further consideration of the matter;

(*b*) in determining the total allowable harvest, conservation shall be the only consideration. For greater certainty, where the Inuvialuit have the exclusive right to harvest, they shall be entitled to harvest the total allowable harvest;

(*c*) for the purposes of management and in order to protect the interest of the Inuvialuit harvesters, subsistence quotas for the wildlife referred to in paragraph (6)(*a*) shall be jointly established by the Inuvialuit and the governments having jurisdiction over species or species groups of subsistence value, as follows:

(i) within the total allowable harvest for game, the Wildlife Management Advisory Council (NWT) shall determine the subsistence quotas according to the criteria and factors it considers appropriate in addition to those referred to in subparagraph (ii). The Council shall make its recommendations to the appropriate minister who shall, if he differs in opinion from the Council, set forth to the Council his reasons and afford the Council a further consideration of the matter, and

(ii) in determining the subsistence quotas, the following criteria shall be taken into account by the Council or, where appropriate, the Porcupine Caribou Management Board, and the appropriate minister:

(A) the food and clothing requirements of the Inuvialuit,

(B) the usage patterns and levels of harvest of the Inuvialuit,

(C) the requirements for particular wildlife species for subsistence usage,

(D) the availability of the wildlife populations to meet subsistence usage requirements including the availability of species from time to time,

(E) the projections for changes in wildlife populations, and

(F) the national and international obligations of Canada with respect to migratory game birds.

(*d*) the allocation of the Inuvialuit quotas amongst themselves shall be the responsibility of the Inuvialuit Game Council and Hunters and Trappers Comittees.

14. (37) Recognizing the present restrictions of the *Migratory Birds Convention Act*, Canada undertakes to explore means to permit the Inuvialuit to legally hunt migratory game birds in the spring. Canada undertakes, if and when implementing any amendments to that Act, to develop in consultation with the Inuvialuit through the Wildlife Management Advisory Council (NWT) appropriate subsistence harvest regulations.

14. (38) Canada undertakes to endeavour to obtain changes to other international conventions and arrangements and to explore other alternatives in order to achieve greater flexibility in the use of wildlife resources by the Inuvialuit. Canada undertakes to consult the Inuvialuit Game Council prior to any new international agreements that might affect the harvesting of wildlife in the Inuvialuit Settlement Region.

14. (39) Canada undertakes to ensure that wildlife management and habitat management produce an integrated result with respect to migratory species within the Yukon Territory, the Northwest Territories and the adjacent offshore. In respect of migratory species that cross international boundaries, such as the Porcupine Caribou herd, Canada shall endeavour to include the countries concerned in cooperative management agreements and arrangements designed to maintain acceptable wildlife

populations in all jurisdictions affected, including safe harvesting levels within each jurisdiction. Canada shall endeavour to have included in any such agreements provisions respecting joint research objectives and related matters respecting the control of access to wildlife populations.

14. (40) The principles of caribou herd management, as generally expressed in *Inuvialuit Nunangat*, are accepted and in furtherance of those principles Canada shall endeavour to enter into agreements with all jurisdictions where lands support the herds and the caribou are harvested for subsistence. Canada shall endeavour to involve the native people who traditionally harvest caribou for subsistence in the formulation of such agreements and in the management of the caribou.

14. (41) Canada shall, in cooperation with other jurisdictions, implement the Porcupine Caribou Management Agreement set out in Annex L.

14. (42) The Inuvialuit shall have first priority in the Western Arctic Region for guiding, outfitting or other commercial activities related to wildlife as authorized by governments from time to time.

14. (43) The preferential treatment received by the Inuvialuit shall not prejudice or affect the right or ability of any other native group to obtain like or more favourable treatment under its land claim settlement or other agreement and until such settlement or agreement, the priority given the Inuvialuit by subsection (42) shall not apply so as to favour the Inuvialuit over any other native group in the Western Arctic Region.

14. (44) If any other native group is granted preferential economic treatment affecting the Western Arctic Region, the Inuvialuit shall be granted preferential treatment in that other native group's region to the same effect and extent and shall be treated no less favourably in the Western Arctic Region than that other native group.

Wildlife Management Advisory Council (NWT)

14. (45) A Council to be known as the Wildlife Management Advisory Council (NWT) is to be established as soon as possible after the execution of this Agreement.

14. (46) The Council shall initially have six (6) members: one (1) representing Canada, two (2) representing the Government of the Northwest Territories and three (3) representing the Inuvialuit.

14. (47) The Council shall have jurisdiction in respect of that portion of the Inuvialuit Settlement Region that falls within the Northwest Territories.

14. (48) The Council shall have as permanent members a Chairman and an equal number of native and government members.

14. (49) The permanent government members of the Council shall include persons designated by the Government of the Northwest Territories, and one person designated by the Minister of the Environment of Canada.

14. (50) In addition to permanent members of the Council, temporary members may be co-opted from government departments or native groups, as they may be required from time to time.

14. (51) The permanent members of the Council appointed to represent the native interests shall include persons designated by the Inuvialuit.

14. (52) Other native groups that have acquired harvesting rights in the Western Arctic Region under their land claims settlements shall be entitled to designate a representative.

14. (53) Pursuant to subsections (39) to (41), where native people adjacent to the Western Arctic Region harvest a game resource in common with the Inuvialuit, those native people shall be entitled to membership on the Council on an equitable basis with the Inuvialuit for the consideration of the harvestable quotas and allocation of the subsistence quotas for that game resource.

14. (54) The Chairman of the Council shall be appointed by the Government of the Northwest Territories, with the consent of the Inuvialuit and Canada.

14. (55) The permanent members of the Council shall each have one (1) vote. The Chairman shall have a vote only in case of a deadlock. Temporary members shall not have a vote.

14. (56) The Council may establish rules and adopt bylaws regulating its procedures, including the holding of public hearings.

14. (57) The Government of the Northwest Territories agrees to provide a secretariat to assist in meeting the administrative needs of the Council.

14. (58) Meetings of the Council shall be held once a year or more often as the appropriate minister or the Council decides.

14. (59) Each party shall pay the remuneration and expenses of the members of the Council that it appoints or designates.

14. (60) The Council shall, on request, provide advice to the appropriate ministers on all matters relating to wildlife policy and the management, regulation and administration of wildlife, habitat and harvesting for the Western Arctic Region and, without restricting the generality of the foregoing, the Council shall:

(*a*) provide advice on issues pertaining to the Western Arctic Region to wildlife management boards, land use commissions, the Screening Committee and Review Board and any other appropriate bodies;

(*b*) prepare a wildlife conservation and management plan for the Western Arctic Region for recommendation to the appropriate authorities as a means for achieving and maintaining the principles set out in subsections (1) to (5);

(*c*) determine and recommend appropriate quotas for Inuvialuit harvesting in the Western Arctic Region;

(*d*) determine and recommend harvestable quotas for migratory game species referred to in subsections (39) and (40) where they are harvested by native peoples other than the Inuvialuit, whether inside or outside the Western Arctic Region;

(*e*) review and advise the Government on any proposed Canadian position for international purposes that affects wildlife in the Western Arctic Region;

(*f*) review and advise the appropriate government on existing or proposed wildlife legislation;

(*g*) advise on measures required to protect habitat that is critical for wildlife or harvesting in the Western Arctic Region; and

(*h*) request from time to time, if appropriate, the participation of the local Hunters and Trappers Committees in the regulation of the subsistence harvest and the collection of subsistence harvest information.

Fisheries Joint Management Committee

14.(61) To assist Canada and the Inuvialuit in administering the rights and obligations relating to fisheries under this Agreement and to assist the Minister of Fisheries and Oceans of Canada in carrying out his responsibilities for the management of fisheries, the Minister of Fisheries and Oceans shall establish a Fisheries Joint Management Committee to advise him on matters relating to Inuvialuit and Inuvialuit Settlement Region fisheries.

14. (62) The Committee shall have a Chairman and four (4) members. The Inuvialuit Game Council and the Government shall each appoint two (2) members. The Chairman shall be appointed by the four (4) members. Through bilateral agreements between native groups, membership may be extended to include other native representatives who have recognized traditional interests within the Inuvialuit Settlement Region, provided that equal representation between government and native membership is maintained.

14. (63) The members of the Committee shall each have one (1) vote. The Chairman shall have a vote only in the case of a deadlock.

14. (64) The Committee shall, among its other activities:

(*a*) review information on the state of fishing in waters on 7(1)(*a*) and 7(1)(*b*) lands and Crown lands in any areas where the Inuvialuit have an interest and fishery related activities on 7(1)(*a*) and 7(1)(*b*) lands;

(*b*) identify areas of waters on 7(1)(*a*) and 7(1)(*b*) lands where fishing has taken place and predict where fishing may in the future take place;

(*c*) determine current harvest levels;

(*d*) develop, maintain and control a public registration system for fishing in waters on 7(1)(*a*) and 7(1)(*b*) lands and for entry on 7(1)(*b*) lands for the purpose of fishing;

(*e*) restrict and regulate the public right to enter on 7(1)(*b*) lands for the purpose of fishing where such restriction and regulation is required for the conservation of a stock, to prevent serious conflict with Inuvialuit activities, to prevent interference with other Inuvialuit use of the land to which they have title or to prevent unreasonable interference with Inuvialuit use and enjoyment of the land;

(*f*) deny entry to persons who abuse the right;

(*g*) allocate subsistence quotas among communities;

(*h*) determine the reporting requirements and review the role of the Hunters and Trappers Committees in regulating the subsistence harvest and collection of harvest statistics;

(*i*) make recommendations to the Minister of Fisheries and Oceans on subsistence quotas for fish, harvestable quotas for marine mammals, Inuvialuit commercial fishing, allocation of the preferential fishing licences to be granted under subsections (29) to (32), regulations regarding sport and commercial fishing in waters on 7(1)(*a*) and (*b*) lands and the identification of waters where such fishing may be prohibited; and

(*j*) advise the Minister of Fisheries and Oceans on regulations, research policies and administration of fisheries generally affecting the Inuvialuit Settlement Region, and on any new international agreements being developed that might apply to Inuvialuit fisheries.

14. (65) Recommendations of the Fisheries Joint Management Committee pursuant to paragraph (64)(*i*) shall be forwarded to the Minister of Fisheries and Oceans, who shall implement, vary or reject them.

14. (66) Where the Minister of Fisheries and Oceans varies or rejects a recommendation of the Fisheries Joint Management Committee he shall provide the Committee with written reasons for his decision within thirty (30) days after the recommendation is made.

14. (67) On receiving the decision of the Minister of Fisheries and Oceans to vary or reject a recommendation, the Fisheries Joint Management Committee shall consider the decision and within thirty (30) days submit a further recommendation to that Minister.

14. (68) On receiving the further recommendation of the Fisheries Joint Management Committee, the Minister of Fisheries and Oceans shall implement, vary or reject it.

14. (69) Where the Minister of Fisheries and Oceans varies or rejects the further recommendation of the Committee, he shall provide the Committee with written reasons for his decision within thirty (30) days after the recommendation is made.

14. (70) The Minister of Fisheries and Oceans may at any time request that the Fisheries Joint Management Committee provide him with a recommendation on any matter referred to in paragraph (64)(*i*) and the Committee shall provide that Minister with such a recommendation within thirty (30) days after receiving the request.

14. (71) Where the good management of the resource so requires, the Minister of Fisheries and Oceans may make and implement an interim decision, which shall be effective until the procedure described in subsections (65) to (70) is completed.

14. (72) No interim decision may be made or implemented under subsection (71) unless the Minister of Fisheries and Oceans gives the Fisheries Joint Management Committee a reasonable opportunity to provide him with a recommendation.

Inuvialuit Game Council

14. (73) The Inuvialuit Game Council incorporated pursuant to the *Societies Ordinance* of the Northwest Territories shall have a Chairman and at least one representative from each of the Hunters and Trappers Committees referred to in subsection (75).

14. (74) For the purposes of this Agreement, the Inuvialuit Game Council shall represent the collective Inuvialuit interest in wildlife. Without limiting the generality of the foregoing, the Inuvialuit Game Council shall, among its other activities:

(*a*) appoint Inuvialuit members for all joint government/Inuvialuit bodies having an interest in wildlife;

(*b*) advise the appropriate governments through the Wildlife Management Advisory Councils (NWT and North Slope) or otherwise as appropriate, on policy, legislation, regulation and administration respecting wildlife, conservation, research, management and enforcement;

(*c*) assign community hunting and trapping areas within the Inuvialuit Settlement Region for the purposes of Inuvialuit wildlife harvesting where appropriate;

(*d*) review and advise through the Wildlife Management Advisory Councils (NWT and North Slope) or otherwise as appropriate, the appropriate governments on existing or proposed wildlife legislation;

(*e*) review and advise the government on any proposed Canadian position for international purposes that affects wildlife in the Inuvialuit Settlement Region;

(*f*) where appropriate, allocate Inuvialuit quotas among the communities;

(*g*) appoint members whenever possible or appropriate for any Canadian delegation that deals with international matters affecting wildlife harvesting by the Inuvialuit;

(*h*) appoint members for any committee or group whose purpose is to investigate any aspect of wildlife usage in the Inuvialuit Settlement Region; and

(*i*) on request, assist the Wildlife Management Advisory Councils (NWT and North Slope) in carrying out their functions.

Inuvialuit Hunters and Trappers Committees

14. (75) Each Inuvialuit Community Corporation shall establish a community Hunters and Trappers Committee incorporated under the Societies Ordinance of the appropriate Territory and determine the qualifications for membership therein. In determining those qualifications, regard shall be had to any agreements between the Inuvialuit and other native groups.

14. (76) A Hunters and Trappers Committee shall, among its other activities:

(*a*) advise the Inuvialuit Game Council on all local matters within the Committee's area of responsibility;

(*b*) advise the Inuvialuit Game Council on the division of the Inuvialuit Settlement Region into community hunting and trapping areas;

(*c*) advise the Inuvialuit Game Council on the requirements of subsistence users in regard to fish and the animals referred to in paragraphs (6)(*a*), (*b*) and (*c*);

(*d*) sub-allocate the subsistence quota allocated for animals referred to in paragraph (6)(*a*) within its area of responsibility;

(*e*) sub-allocate any Inuvialuit quota set for fish and the animals referred to in paragraphs (6)(*a*), (*b*) and (*c*);

(*f*) make by-laws, subject to the laws of general application, governing the exercise of the Inuvialuit rights to harvest referred to in paragraphs (6)(*a*), (*b*), (*c*) and (*d*);

(*g*) encourage and promote Inuvialuit involvement in conservation, research, management, enforcement and utilization in relation to the wildlife resources in the Inuvialuit Settlement Region;

(*h*) assist in providing harvest data on request by the Wildlife Management Advisory Councils (NWT and North Slope) or by the Fisheries Joint Management Committee; and

(*i*) on request, assist the Wildlife Advisory Management Councils (NWT and North Slope) in carrying out their functions.

14. (77) By-laws made under paragraph (76)(*f*) shall be enforceable under the *Wildlife Ordinance* of the Northwest Territories.

14. (78) Local Hunters and Trappers Committees shall be responsible for the sub-allocation of community shares of subsistence and other quotas among individuals and shall participate in the regulation of the subsistence harvest and the collection of harvest information as determined from time to time by the Fisheries Joint Management Committee and Wildlife Management Advisory Councils (NWT and North Slope).

14. (79) The administrative and operational costs of the Inuvialuit Game Council and the Hunters and Trappers Committees shall be borne by the Government of the Northwest Territories.

Research Advisory Council

14. (80) Comprehensive and continuous research and scientific investigation are required in the Inuvialuit Settlement Region to provide information on which decisions affecting wildlife and the environment can be based. Whenever possible, studies should be undertaken by existing public and private institutions.

14. (81) There shall be a central coordinating agency known as the the Research Advisory Council comprising all persons conducting research in the Inuvialuit Settlement Region who wish to participate.

14. (82) The Executive Committee of the Council shall have one (1) member from the Department of Fisheries and Oceans, one (1) from the Department of Environment, one (1) from the Department of Indian Affairs and Northern Development, one (1) from the Government of the Northwest Territories, one (1) from the Government of the Yukon Territory, one (1) from private industry, one (1) from the Association of Canadian Universities for Northern Studies and two (2) members designated by the Inuvialuit.

14. (83) The Executive Committee of the Council shall determine its own duties and functions and make its own by-laws and rules of procedure.

14. (84) The Research Advisory Council may:

(*a*) collect and collate existing research data, identify gaps therein and make recommendations on any research required, including research to complete the data base;

(*b*) at the request of government, industry, native groups or others, commission special studies, on a cost recovery basis, to fill particular needs;

(*c*) serve as a repository for research studies and other relevant information; and

(*d*) consider any other pertinent matter referred to it by the Executive Committee of the Council.

14. (85) The budget for the operation and maintenance of the staff and facilities of the Research Advisory Council shall be provided by the Government of the Northwest Territories.

14. (86) Travel and accommodation costs incurred by the members of the Research Advisory Council in carrying out their duties and functions shall be borne by the governments or bodies from which the Council members are drawn.

14. (87) Subject to any agreement between the Inuvialuit and the Dene/Metis and subject to subsection 11(8), it is agreed that the Dene/Metis traditional harvesters shall have the right to appoint one (1) voting member as an additional member on all regional Councils, Committees or Boards referred to in sections 11, 12 and this section. That member shall have a vote only on matters concerning species and the harvesting and habitat of species traditionally harvested by the Dene/Metis in the Inuvialuit Settlement Region. These rights shall be accorded to the Dene/Metis on condition that they accord the same rights to the Inuvialuit. Where an additional member is appointed pursuant to this subsection, Canada shall have the right to designate or appoint its own additional member in order to attain representation equivalent to that of the natives.

FINANCIAL COMPENSATION

15. (1) In this section, "corporation" means the Inuvialuit Regional Corporation.

15. (2) Canada shall make capital transfer payments to the corporation as financial compensation under this Settlement in accordance with the agreed schedule of payments set forth in Annex N, commencing December 31, 1984. Such payments are valued at $45 million as of December 31, 1977.

15. (3) Where legislation allowing Canada to meet the schedule of payments set forth in Annex N is not in force, all outstanding amounts shall be increased at the rate of 8% compounded semi-annually until such time as the legislation comes into force.

15. (4) The corporation shall have the right to borrow any amount or amounts from Canada at any time or times commencing January 1, 1985, but such borrowing shall not, in the aggregate, including principal outstanding together with unpaid interest, exceed the Schedule of Maximum Amount Permitted to be Outstanding for the year set forth in Annex O and shall not exceed $30 million in the aggregate in any fiscal year (April 1 to March 31).

15. (5) Interest on amounts borrowed pursuant to subsection (4) at 8% per annum calculated semi-annually, not in advance, shall be due and payable on December 31 of each year. Where the amount of principal outstanding on December 30 in any year is greater than the Maximum Amount Permitted to be Outstanding for the subsequent year, the difference shall be due and payable on December 31 of that year.

15. (6) The principal of any loan outstanding or any part thereof may be repaid at any time without notice, penalty or bonus.

15. (7) The corporation may exercise the right to borrow referred to in subsection (4) by giving to Canada four (4) months notice in writing setting out the amount required and the date on which it is required, and on that date Canada shall lend to the corporation the amount required.

15. (8) Canada shall have the right to set off amounts due to the corporation pursuant to Annex N against amounts of principal that become due and payable to Canada pursuant to subsection (5) and against any interest due and payable.

15. (9) It is recognized that since the execution of the Agreement in Principle, Canada has advanced to the Inuvialuit Development Corporation interest free loans in the amount of $9,675,000.

15. (10) Subject to subsection (3), on December 31, 1984, Canada shall set off against the initial amount payable to the corporation pursuant to subsection (2) the amounts of the interest free loans owing by the Inuvialuit Development Corporation pursuant to subsection (9) in payment and satisfaction of those loans. Amounts due pursuant to subsection (2) shall be paid to the corporation, subject to any other rights of set off by Canada.

15. (11) The financial compensation paid pursuant to subsection (2), the transfer to and receipt by the corporation or any other Inuvialuit corporation of the financial compensation and any corporate distribution by the corporation or any other Inuvialuit corporation of the financial compensation shall be exempt from tax, including income tax, by federal, territorial, provincial and municipal governments.

15. (12) For greater certainty, any income earned from financial compensation received and invested or otherwise utilized by any Inuvialuit corporation shall be subject to the tax laws of general application.

ECONOMIC MEASURES

16. (1) In this section,

"government" means the Government of Canada, the Government of the Northwest Territories and the Government of the Yukon Territory;

"Inuvialuit" includes individual Inuvialuit, partnerships of Inuvialuit, any corporation or entity the majority of which is owned by Inuvialuit and ventures in which the Inuvialuit have an interest greater than 50%.

16. (2) Canada and the Inuvialuit agree that the economic measures set out in this section should relate to and support achievement of the following objectives:

(*a*) full Inuvialuit participation in the northern Canadian economy; and

(*b*) Inuvialuit integration into Canadian society through development of an adequate level of economic self-reliance and a solid economic base.

16. (3) A full and complete public review of the efficacy of the provisions of this section shall be carried out in the year 2000 by the Government and the Inuvialuit. If it is the view of the Government, after the review, that the objectives of subsection (1) have been adequately met, the obligations of the Government under this section, except under subsections (13) and (14), shall cease commencing January 1, 2001. So long as these obligations remain in effect, a like review shall be held every five years thereafter.

16. (4) The government agrees to provide the Inuvialuit with the opportunity to participate in economic planning in the Inuvialuit Settlement Region.

16. (5) In the application of any government programs in the Inuvialuit Settlement Region regard shall be had to the objectives set out in subsection (2).

16. (6) In particular, and without limiting the generality of the foregoing, the government agrees:

(*a*) to use its best efforts to overcome any institutional prejudices that may exist against the Inuvialuit;

(*b*) to facilitate Inuvialuit access to governmental economic assistance programs of general application; and

(*c*) to take the measures it considers reasonable to afford economic opportunities to Inuvialuit with respect to employment and projects within the Inuvialuit Settlement Region.

16. (7) With respect to any business activity contemplated by the Inuvialuit, the government agrees to use its best efforts to:

(*a*) provide the Inuvialuit, on request, with access to any available and releasable information or data;

(*b*) direct the Inuvialuit to the appropriate contacts or sources of information; and

(*c*) facilitate expeditious consideration by the government of Inuvialuit applications.

16. (8) In order to expand the role of the Inuvialuit Development Corporation and its subsidiaries in the supply and delivery of goods and services in the Inuvialuit Settlement Region and the Inuvialuit communities, to strengthen the economic viability of the renewable resource sector in the Inuvialuit Settlement Region, to diversify the economy of the Western Arctic, and to assist the IDC and the Inuvialuit in contributing to the development of the private sector, the Government shall:

(*a*) provide the IDC with an Economic Enhancement Fund of $10 million within three months after the date of the execution of this Agreement, to be used to support projects approved by the IDC Board of Directors and to be exempt from tax on initial receipt;

(*b*) notify the Inuvialuit of all Government contracts subject to public tender that relate to activities in the Inuvialuit Settlement Region and the Inuvialuit communities. Where the Inuvialuit submit the best bid having regard to price, quality, delivery and other stipulated conditions, the contract shall be awarded to the Inuvialuit; and

(*c*) notify the Inuvialuit Development Corporation of instances where federal government procurement of goods and services related to activities in the Inuvialuit Settlement Region takes place on a basis other than public tender. If the Inuvialuit are capable of supplying those goods and services on a reasonable basis, they shall receive a reasonable share of the contracts so awarded.

16. (9) Where the Government, in respect of renewable or non-renewable resource development on Crown lands, invites parties to apply for leases, licences, permits, concessions or other rights and the Inuvialuit submit the best proposal in respect of all the specifications and conditions, the Inuvialuit shall be awarded the rights in question.

16. (10) Where the Inuvialuit, on their own initiative, submit a proposal for the right to engage in resource development on Crown lands, and that proposal is the best overall proposal, the Inuvialuit shall be awarded the right.

16. (11) With respect to Crown lands and paragraph 7(1)(*b*) lands within the Inuvialuit Settlement Region, general guidelines developed by governments relating to social and economic interests, including employment, education, training and business opportunities to favour natives, shall be considered and applied, as reasonably as possible, to each application for exploration, development or production rights.

16. (12) The Inuvialuit Land Administration and the holders of rights on Inuvialuit lands may voluntarily conclude cooperation agreements with regard to the objectives referred to in subsection (11) and such other matters as they consider appropriate. To the extent that those agreements conform with government requirements, the government may accept them as sufficient to satisfy its approval process.

16. (13) The Inuvialuit Development Corporation may at any time hold up to ten prospecting permits and twenty-five mining claims under appropriate legislation, and those permits and claims are subject to the following conditions:

(*a*) the requirements for exploratory and representation work shall be modified in such a way that prospecting and exploration can be carried out without necessarily incurring significant financial outlays or obligations;

(*b*) an exploration program must be carried out and results reported in accordance with the regulations applicable from time to time; and

(*c*) all royalties and payments in lieu of royalties with respect to mining or exploration shall be waived for the first fifteen years of production, starting with the initial year in which royalties would be paid, for the first ten productive mineral leases taken out by the Inuvialuit Development Corporation in the Inuvialuit Settlement Region.

16. (14) Canada shall issue to the Inuvialuit, from time to time, local use coal permits, free of royalty and other charges, to explore, develop and mine coal in the Inuvialuit Settlement Region for community use and regional industrial use by the Inuvialuit Development Corporation, under the Territorial Coal Regulations.

INUVIALUIT SOCIAL DEVELOPMENT PROGRAM

17. (1) It is acknowledged that the health, education, housing and standards of living of the Inuvialuit need to be improved. Canada agrees to provide special funding as described in subsection (3) to contribute to the accomplishment of these social goals by the Inuvialuit.

17. (2) The Inuvialuit Social Development Program shall pertain to social concerns such as housing, health, welfare, mental health, education, elders and the maintenance of traditional practices and perspectives within the Inuvialuit Settlement Region.

17. (3) Canada shall establish a Social Development Fund and shall deposit therein $7.5 million. The Fund shall be incorporated, non-profit and tax exempt.

17. (4) The Social Development Fund shall be used with a view to satisfying the social concerns set out in subsection (2) and shall be administered by trustees designated by the Inuvialuit Regional Corporation from time to time. The Fund shall be administered by COPE until such time as the trustees are so designated.

ARBITRATION

Definitions

18. (1) In this section,

"Court" has the meaning given that term by the *Judicature Ordinance* of the Northwest Territories or its successor;

"Inuvialuit" includes Inuvialuit acting individually, collectively or through duly authorized representatives;

"Judge" has the meaning given that term by the *Judicature Ordinance* of the Northwest Territories or its successor;

"panel" means a panel of the Arbitration Board formed pursuant to this section.

Arbitration Board

18. (2) A quasi-judicial arbitration body is hereby established to be known as the Arbitration Board.

18. (3) The Arbitration Board shall have eleven (11) members, including a Chairman and a Vice-Chairman.

18. (4) Canada shall appoint five (5) members of the Arbitration Board, among whom shall be the Chairman and the Vice-Chairman. The Chairman and Vice-Chairman must, however, be acceptable to the Inuvialuit and Industry. Of the three (3) other members appointed by Canada, each of the Government of the Northwest Territories and the Government of the Yukon Territory shall designate one. Where the parties cannot agree on a Chairman or Vice-Chairman or both, the Chief Justice of either of the Territories may appoint a Chairman or Vice-Chairman or both at the request of one of the parties.

18. (5) Each of the Inuvialuit and Industry shall appoint three (3) members of the Arbitration Board.

18. (6) For the purposes of subsections (4) and (5), "Industry" means the five (5) largest commercial and industrial entities in the Inuvialuit Settlement Region with regard to assets, but not more than two (2) of such entities shall be controlled by Inuvialuit.

18. (7) Each member shall be remunerated and replaced by the party that appointed him. The term of office of all members, including the Chairman and the Vice-

Chairman, shall be three years and they are eligible to be re-appointed on the expiration of the term.

18. (8) A register shall be kept of all decisions of the Arbitration Board. The data used by the Arbitration Board shall be retained and made available to the public on request.

18. (9) The Arbitration Board may establish and adopt by-laws and rules for its internal management and its procedures.

18. (10) Canada shall provide the Arbitration Board with the staff required to enable it to fulfill its functions.

18. (11) Canada's obligation to fund the Arbitration Board shall be limited to the remuneration of members appointed and staff provided by Canada and to the expense of the Board's premises. It is not intended that the Arbitration Board involve significant expense to Canada unless Canada deems it necessary or advisable to expand the Board's role or jurisdiction.

Formation of Panels

18. (12) Any issue for arbitration involving the Inuvialuit and Industry or the Inuvialuit and Canada shall be referred to a panel of five (5) members of the Arbitration Board, two (2) of whom shall be designated by each of the interested parties, and the Chairman or Vice-Chairman, as designated by the Chairman. If one of the interested parties is Canada, one of its panel members shall be designated by the Territorial Government in whose jurisdiction the matter arose. The representation of the Government of the Yukon Territory for matters north of the watershed and of the Government of the Northwest Territories for matters in the Western Arctic Region shall increase as their respective jurisdictions increase and shall form a majority of Canada's members for matters exclusively within their respective jurisdictions. The membership of the Arbitration Board may be increased from time to time at the discretion of Canada, but the same proportion of representation for Canada and the Inuvialuit shall be maintained.

18. (13) If the issue for arbitration involves the Inuvialuit, Industry and Canada as interested parties, the panel shall consist of seven (7) members with each party designating two (2) members and the Chairman or Vice-Chairman, as designated by the Chairman, shall sit as the seventh member. Subsection (12) applies to the members designated by Canada.

18. (14) Each panel shall have all the powers and authority of the full Arbitration Board. Where any party fails to designate members for a panel, the panel may proceed without those members as if it were a full panel. The Chairman or Vice-Chairman, as the case may be, shall have a vote only in the case of a deadlock.

Initiation of Arbitration

18. (15) Except as otherwise provided by this Agreement, Canada, the Inuvialuit or Industry may initiate arbitration by giving notice to the other party to the dispute and a copy to the Chairman of the Arbitration Board for circulation to all members of the Board. Where a matter for arbitration is within the jurisdiction of the Government of the Northwest Territories or Yukon Territory, Canada agrees to initiate arbitration on request by the Territorial Government.

18. (16) Any party may intervene to participate in an arbitration after giving written notice to the Chairman, if it satisfies the Chairman that its interests are affected. Where the Government of the Yukon Territory or the Government of the Northwest Territories satisfies the Chairman that its interests are affected, it may participate in the arbitration as a party.

18. (17) Within thirty (30) days after receipt by the Chairman of a copy of the notice referred to in subsection (15), the Chairman shall:

(*a*) name the interested parties to the dispute and by written notice require each of them to designate panel members; and

(*b*) name any other participants in the arbitration process and define their status.

18. (18) Where any interested party fails to nominate its members within fifteen (15) days after receipt of the notice of the Chairman referred to in subsection (17), the arbitration may commence and proceed without those members and the panel has the like power to act and to make an award as if it were fully constituted.

18. (19) The hearing of the Arbitration Board shall commence within thirty (30) days after receipt by the Chairman of the notice referred to in subsection (15).

18. (20) For the purposes of subsections (12) to (19), "Industry" means the particular firm or entity involved in the issue under arbitration.

Procedure and Evidence

18. (21) The hearing of the Arbitration Board shall commence with the party initiating the arbitration presenting its case summarized in writing and supported by witnesses available for cross-examination. The other party or parties shall similarly present their cases followed by any intervenor. The claimant shall have a final right of rebuttal after which argument shall be made by the parties in the same order, consisting of a summary of the facts alleged and an explanation of any legal propositions advanced.

18. (22) Where a member of the Arbitration Board refuses to act or is incapable of acting, the party by whom the member was appointed shall appoint a member in his stead. Where the Chairman or Vice-Chairman refuses to act or is incapable of acting, Canada shall promptly appoint a replacement.

18. (23) Where a judge is satisfied on evidence submitted by a party that a member of the Arbitration Board has been guilty of misconduct in the arbitration, the

judge may remove the member and may require the party who named the member to appoint a replacement.

18. (24) Where any member of a panel refuses to act, is removed or is incapable of acting and the party having the right to appoint a person to fill the vacancy has not made the appointment, the panel may continue without the member and has the like power to act and to make an award as if it were fully constituted.

18. (25) The Arbitration Board may:

(*a*) administer oaths and solemn affirmations to the parties and witnesses;

(*b*) subpoena witnesses or documents;

(*c*) state an award as to the whole or any part of the dispute;

(*d*) correct any clerical mistake, error or omission in an award; and

(*e*) require a special study on the issue by the Research Advisory Council established by subsection 14(81).

18. (26) Witnesses shall be examined under oath or solemn affirmation.

Award and Costs

18. (27) The panel shall make its award in writing within three (3) months after the hearing or at any other date to which all the parties to the arbitration agree in writing.

18. (28) Notice of the award shall be delivered to all parties to the arbitration and shall be enforced in the same manner as a judgement or an order of a Court.

18. (29) Subject to subsection (31), the award of the Arbitration Board is final and binding on all parties and on any persons claiming under the parties.

18. (30) The costs of the arbitration are at the discretion of the Arbitration Board and the Board may direct by whom and in what manner the costs or any part thereof shall be paid.

Review

18. (31) The award of the Arbitration Board is subject to review by the Federal Court of Appeal under section 28 of the *Federal Court Act*.

Jurisdiction of Board

18. (32) The Arbitration Board shall have jurisdiction to arbitrate any difference between the Inuvialuit and Industry or Canada as to the meaning, interpretation, application or implementation of this Agreement.

18. (33) It is agreed that this arbitration process shall not apply to the rights of any other native group confirmed by any other settlement legislation without their consent. It is further agreed that the arbitration process is without prejudice to the right of other native peoples to determine, in their land claims settlements, the appropriate mechanism for resolving disputes involving their rights.

18. (34) Nothing in this Agreement precludes the Council for Yukon Indians, the Inuvialuit and Canada from adopting, at a future date, an arbitration process to include Old Crow beneficiaries with the Inuvialuit on any Arbitration Board to deal with the rights of Old Crow beneficiaries and Inuvialuit beneficiaries in the Yukon north of the Porcupine and Bell Rivers.

18. (35) The Arbitration Board shall also have jurisdiction to arbitrate the following matters:

(*a*) enrolment disputes (subsection 5(7));

(*b*) disputes relating to the following land matters,

(i) municipal needs (subsections 7(61) to (63)),

(ii) requirements for roads (subsection 7(64)),

(iii) De Salis Bay land selection (subsections 7(65) to (69)),

(iv) Pingo Landmark (subsections 7(70) to (76)), and

(v) Nelson Head Landmark (subsections 7(77) to (81));

(*c*) conflicting subsurface resource claims (subsection 7(12));

(*d*) sand and gravel disputes (subsections 7(27) to (42));

(*e*) compensation for land taken for meteorological stations (subsection 7(87));

(*f*) expropriation of Inuvialuit lands (subsections 7(50) to (58)) and, more particularly,

(i) whether alternative land exists,

(ii) valuation and compensation, and

(iii) other matters, including costs;

(*g*) the terms and conditions of Participation Agreements (section 10); and

(*h*) wildlife compensation awards, recommendations and decisions (section 13).

AGREEMENT APPROVAL PROCESS

19. (1) The purpose of this section is to set out the process to be followed by Canada and COPE in seeking approval of this Agreement. The parties agree that the principles guiding this process are:

(a) that best efforts are to be made to ensure that all Inuvialuit eligible to vote on the approval of this Agreement are informed of that right;

(b) that best efforts are to be made to explain to all Inuvialuit eligible to vote on the substance and effect of this Agreement; and

(c) that the voting process is to be conducted in a fair and proper manner.

19. (2) When agreement has been achieved between the negotiators of Canada and COPE on all substantive

matters relating to this Agreement, the negotiators shall submit the document evidencing the agreement to their respective principals for approval.

19. (3) On behalf of Canada, the Minister shall seek appropriate authority to sign this Agreement in its final legal form.

19. (4) On the signing of this Agreement by Canada and COPE, the Minister shall forthwith submit legislation to Parliament to give effect to this Agreement.

19. (5) When approval has been given by the Government to sign this Agreement, COPE shall seek the necessary approvals from the Inuvialuit according to the approval process set out in this section.

19. (6) The preparation of the final legal text for this Agreement shall proceed concurrently with the approval process described in subsections (2) to (5).

19. (7) The Inuvialuit approval process shall adhere to the following principles:

(*a*) all Inuvialuit who are entitled to approve this Agreement shall have

(i) reasonable opportunity to be informed of the contents of this Agreement, including the opportunity to read the text of this Agreement,

(ii) reasonable opportunity to be informed of the approval process,

(iii) reasonable opportunity to discuss the contents of this Agreement,

(iv) reasonable opportunity to vote,

(v) reasonable assurance of due process, and

(vi) reasonable assurance that an individual's vote remains confidential;

(*b*) the procedures to be followed shall be designed to ensure due process and to protect against any procedural irregularities that might affect the process or give rise to legitimate grievances; and

(*c*) documentation of all events, decisions and related matters in respect of the Inuvialuit approval process is to be maintained and, if requested, made available for review by Canada.

19. (8) An Approval Authority comprising two representatives of COPE and two representatives of the Government shall be responsible for deciding on and controlling matters relating to the Inuvialuit approval process, including maintaining documentary evidence and establishing the Official Voters List of individuals eligible to participate in approving this Agreement.

19. (9) Only individuals whose names appear on the Official Voters List shall be eligible to vote. Eligible individuals are those who

(*a*) are living at the time of voting;

(*b*) are Canadian citizens;

(*c*) have reached the age of 18 years as of December 31, 1983; and

(*d*) are of Inuvialuit ancestry by blood or adoption.

19. (10) Individuals not eligible to vote under subsection (9) are eligible to vote if they are considered, by reason of Inuvialuit custom, tradition or community acceptance, to be Inuvialuit.

19. (11) The Approval Authority shall take all reasonable steps to solicit the names of all potential Inuvialuit voters and shall prepare a preliminary voters list comprising all individuals who, in the opinion of the Approval Authority, are eligible to vote. The names shall be submitted to Canada for its approval.

19. (12) After the preliminary voters list is approved by Canada, it shall be made available for public review:

(*a*) by posting it in public places, including within the Inuvialuit communities of Inuvik, Aklavik, Paulatuk, Sachs Harbour, Tuktoyaktuk and Holman;

(*b*) by direct notification in writing to the individuals on the list;

(*c*) by COPE community fieldwork; and

(*d*) by any other means that Canada considers appropriate and necessary.

19. (13) The Approval Authority shall allow a period of thirty (30) days from the publication of the preliminary voters list under paragraph (12)(*a*):

(*a*) for individuals not on the preliminary voters list to apply to be placed on the list; and

(*b*) for individuals to register objections to names appearing on the preliminary voters list.

19. (14) Appeals may be made orally or in writing and shall be heard by the Approval Authority in the manner considered appropriate to the circumstances of the particular appeal.

19. (15) After consideration of the appeal, the Approval Authority shall recommend to Canada acceptance or rejection of the appeal and Canada shall decide the matter.

19. (16) The Approval Authority shall publish the final Official Voters List within ten (10) days after the review of all appeals is completed.

19. (17) An Inuvialuit on the Official Voters List shall be afforded a reasonable opportunity to review the substance and details of this Agreement by the following means:

(*a*) the provision of a copy of this Agreement, on request;

(*b*) the distribution of information material prepared jointly by Canada and COPE, including non-technical summaries of the Agreement in English, French and Inuvialuktun;

(*c*) public meetings conducted jointly by Canada and COPE in the Inuvialuit communities on a predetermined schedule; and

(*d*) such other means as Canada and COPE consider appropriate.

19. (18) The Voting Process shall afford all eligible voters a reasonable opportunity to vote on whether to approve the signing of this Agreement.

19. (19) There shall be a confidential approval process as follows:

(*a*) the Approval Authority shall prepare an official ballot written in English, French and two dialects of Inuvialuktun; such ballots shall be numbered but shall be untraceable to an individual;

(*b*) counting of the ballots shall be done in a manner consistent with federal electoral procedures, where appropriate;

(*c*) any individual on the Official Voters List may submit his ballot in one of the following ways:

(i) by mail, if the ballot is signed in the presence of a Commissioner of Oaths,

(ii) to an official in each community duly authorized by the Approval Authority to receive ballots, or

(iii) to the voting officials, being one from COPE, one from Canada and one from the Government of the Northwest Territories, who shall together visit each of the communities on specified dates to receive ballots;

(*d*) notice of the commencement of voting shall be given at least fifteen (15) days in advance by posting in a public place in each of the communities of Inuvik, Aklavik, Paulatuk, Sachs Harbour, Tuktoyaktuk and Holman. Notification shall be given to eligible voters by registered mail or such other means as Canada considers appropriate and necessary; and

(*e*) a closing date for voting shall be determined by the Approval Authority, to be not later than seven (7) days after completion of the tour of the communities by the voting officials. The closing date shall be included in the notice referred to in paragraph (*d*).

19. (20) Canada and COPE agree that this Agreement shall be considered to be approved by the Inuvialuit if:

(*a*) at least two-thirds of the voters approve this Agreement; and

(*b*) the number of such voters is greater than 50% of the eligible voters on the Official Voters List.

19. (21) The results of the voting shall be published by the Approval Authority in the communities identified in paragraph (19)(*d*) by such means as Canada considers appropriate and necessary.

19. (22) The Directors of COPE shall verify this Agreement, authorize signing by COPE where the results of the vote permit it and appoint signatories on behalf of COPE.

19. (23) The costs incurred by Canada, COPE and the Government of the Northwest Territories in conducting the approval process set out in this section shall be borne by Canada.

TRANSITIONAL AND CONSEQUENTIAL PROVISIONS

20. (1) This Agreement is not intended to inhibit or advance the devolution or transfer of the jurisdiction or powers of Canada on or to the Government of the Yukon Territory or the Government of the Northwest Territories.

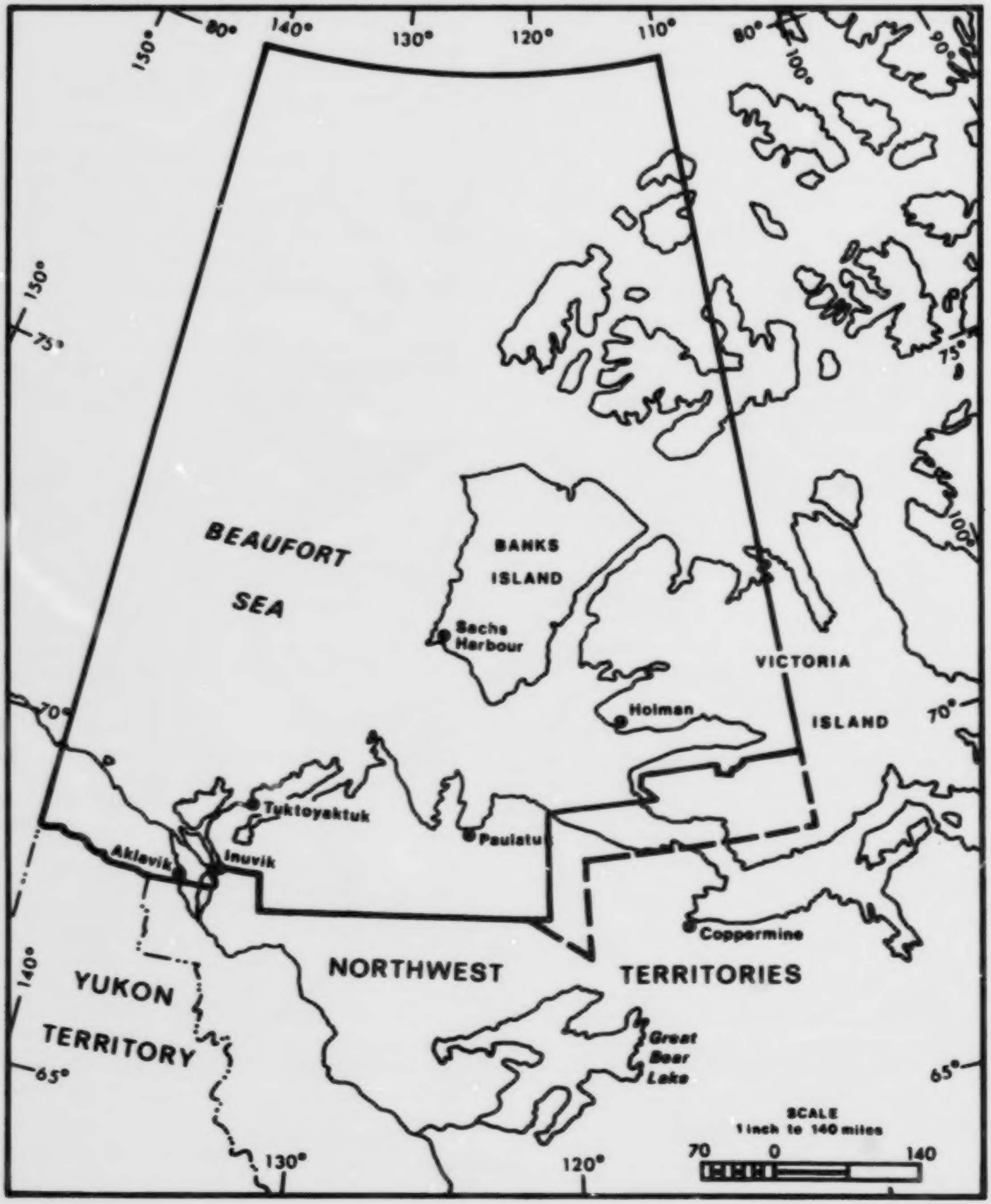
20. (2) Canada agrees that, where its jurisdiction or powers devolve on or are transferred to other governments, it shall ensure that such devolution or transfer does not prejudicially affect the carrying out of its obligations under this Agreement.

20. (3) It is acknowledged that the governments affected by this Agreement have agreed that, pending the coming into force of the Settlement Legislation, they shall not act in a manner inconsistent with this Agreement and, in particular, with sections 11, 12 and 14 thereof.

ANNEX A

ADJUSTED BOUNDARY ——— (See Annex A-1)
ORIGINAL BOUNDARY — — — (See Annex A-2)

INUVIALUIT SETTLEMENT REGION


150°
80°
140°
130°
120°
110°
80°
100°
90°
150°
75°
75°
BEAUFORT
SEA
BANKS
ISLAND
Sachs
Harbour
VICTORIA
ISLAND
Holman
70°
70°
Tuktoyaktuk
Paulatuk
Aklavik
Inuvik
Coppermine
140°
YUKON
TERRITORY
NORTHWEST
TERRITORIES
Great
Bear
Lake
65°
65°
100°
SCALE
1 inch to 140 miles
70
0
140
130°
120°

ANNEX A-1

[Adjusted Boundary]

Description of the Inuvialuit Settlement Region

That region described as follows:

Commencing at the point of intersection between the Yukon Territory/Alaska boundary and the shore of the Beaufort Sea;

thence southerly along said boundary to its intersection with the line of the watershed separating the streams flowing into the Porcupine River from those flowing into the Mackenzie River and the Beaufort Sea, said intersection being at approximate 68°33'25";

thence easterly and southerly along said line of watershed to a point on the Yukon Territory/Northwest Territories boundary on the trail across the portage in McDougall Pass between Rat and Bells Rivers at approximate latitude 67°42'48" and approximate longitude 136°27'16;"

thence north along the Yukon/NWT boundary to its intersection with latitude 68°13';

thence easterly along said parallel to the west shoreline of the East Channel of the Mackenzie River at approximate longitude 133°46'06"W;

thence northerly along the west shoreline to its intersection with latitude 68°25'N;

thence easterly along said parallel to its intersection with longitude 132°00'W;

thence southerly along said longitude to its intersection with latitude 68°00'N;

thence easterly along said parallel to its intersection with approximate longitude 120°40'51"W, such longitude being determined by the intersection of the shoreline of Amundsen Gulf with the mouth of Outwash River being the eastern portion of the Paulatuk 7(1)(b) land selections;

thence north along said longitude to its intersection with the shoreline of Amundsen Gulf;

thence easterly in a straight line to the point of intersection of the northerly bank of Kugalak River at the shoreline of Penny Bay in Amundsen Gulf;

thence generally easterly following said northerly bank to its intersection with longitude 116°38'10" at approximate latitude 69°38';

thence northwesterly in a straight line to the intersection of latitude 69°53'20" and longitude 117°08'40";

thence northerly in a straight line to the intersection of latitude 70°00' and longitude 117°07';

thence easterly along latitude 70°00' to its intersection with longitude 112°53';

thence southerly in a straight line to its intersection with latitude 69°50';

thence easterly along latitude 69°50' to its intersection with longitude 112°39';

thence northerly along longitude 112°39' to a point of intersection of longitude 112°39' at the shoreline of Quunnguq Lake at approximate latitude 69°51';

thence easterly, northerly and westerly following the sinuousities of the shoreline of said Lake to a point of intersection of longitude 112°30' at approximate latitude 69°54'50";

thence northerly along longitude 112°30' to its intersection with latitude 70°00';

thence easterly along said parallel to its intersection with longitude 110°00'W;

thence northerly along said longitude to its intersection with latitude 80°00'N;

thence westerly along said parallel to its intersection with longitude 141°;

thence southerly along said meridian of longitude to the point of commencement, without prejudice, however, to any negotiations or to any positions that have been or may be adopted by Canada respecting the limits of maritime jurisdiction in this area.

Pursuant to the TFN/COPE Agreement dated May 19, 1984, in the event that TFN has not concluded a Final Settlement with Canada containing the Inuvialuit rights referred to in that Agreement within ten years from the proclamation of the legislation giving effect to the Inuvialuit Final Agreement, the Inuvialuit Settlement Region boundary shall, unless agreed otherwise, revert to the "original boundary" as shown in Annex A and described in Annex A-2.

ANNEX A-2

[Original Boundary]

Description of the Inuvialuit Settlement Region

That region described as follows:

Commencing at the point of intersection between the Yukon Territory/Alaska boundary and the shore of the Beaufort Sea;

thence southerly along said boundary to its intersection with the line of the watershed separating the streams flowing into the Porcupine River from those flowing into the Mackenzie River and the Beaufort Sea, said intersection being at approximate 68°33'25";

thence easterly and southerly along said line of watershed to a point on the Yukon Territory/NWT boundary on the trail across the portage in McDougall Pass between Rat and Bell Rivers at approximate latitude 67°42'48" and approximate longitude 136°27'16";

thence north along the Yukon/NWT boundary to its intersection with latitude 68°13';

thence easterly along said parallel to the west shoreline of the East Channel of the Mackenzie River at approximate longitude 133°46'06"W;

thence northerly along the west shoreline to its intersection with latitude 68°25'N;

thence easterly along said parallel to its intersection with longitude 132°00'W;

thence southerly along said longitude to its intersection with latitude 68°00'N;

thence easterly along said parallel to its intersection with longitude 121°10'W;

thence south-easterly to the point 67°00'N latitude and 119°00'W longitude;

thence north along said longitude to its intersection with latitude 69°00'N;

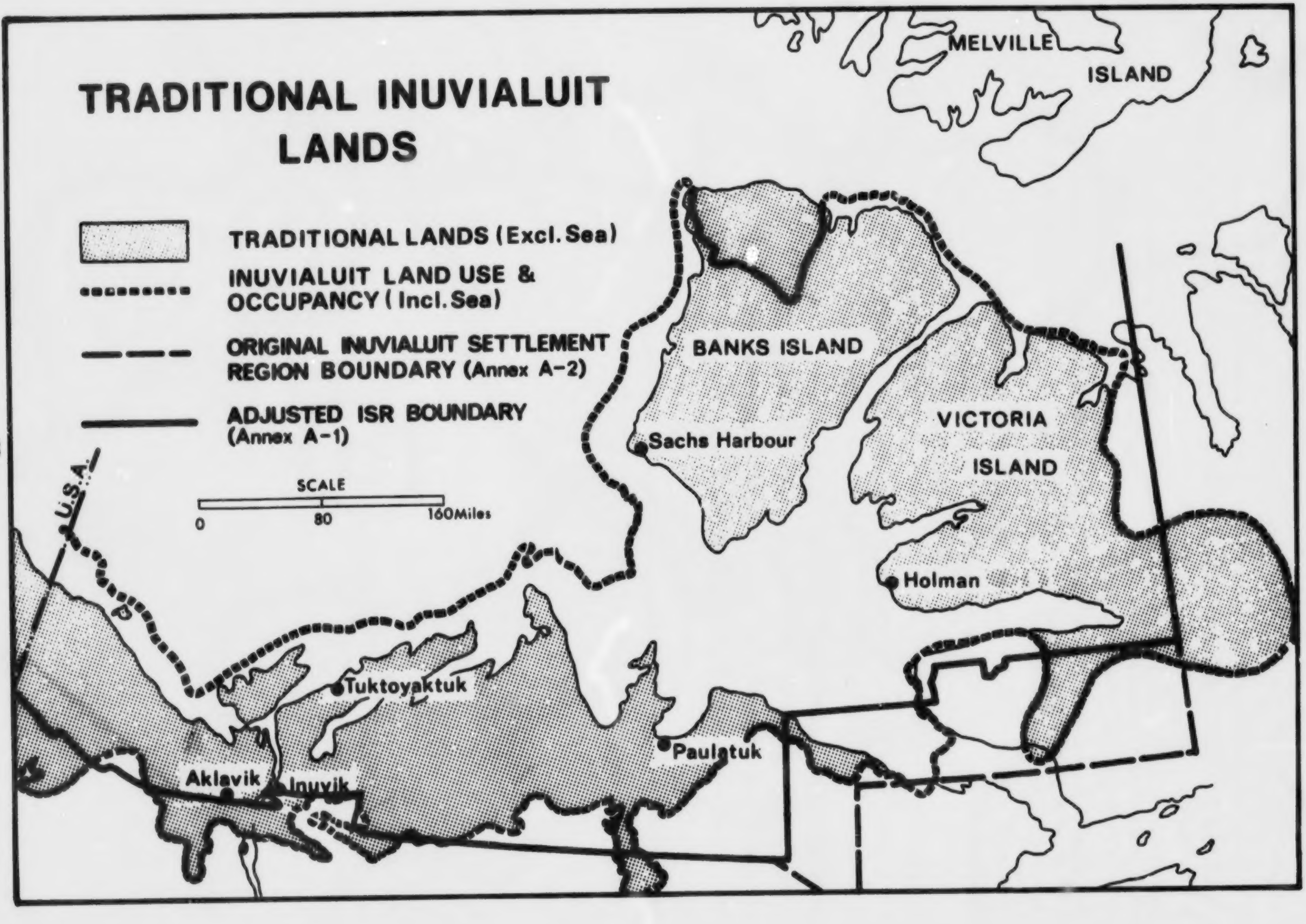
thence easterly along said parallel to its intersection with longitude 110°00'W;

thence northerly along said longitude to its intersection with latitude 80°00'N;

thence westerly along said parallel to its intersection with the Canada/United States boundary;

thence southerly along said boundary to the point of commencement.

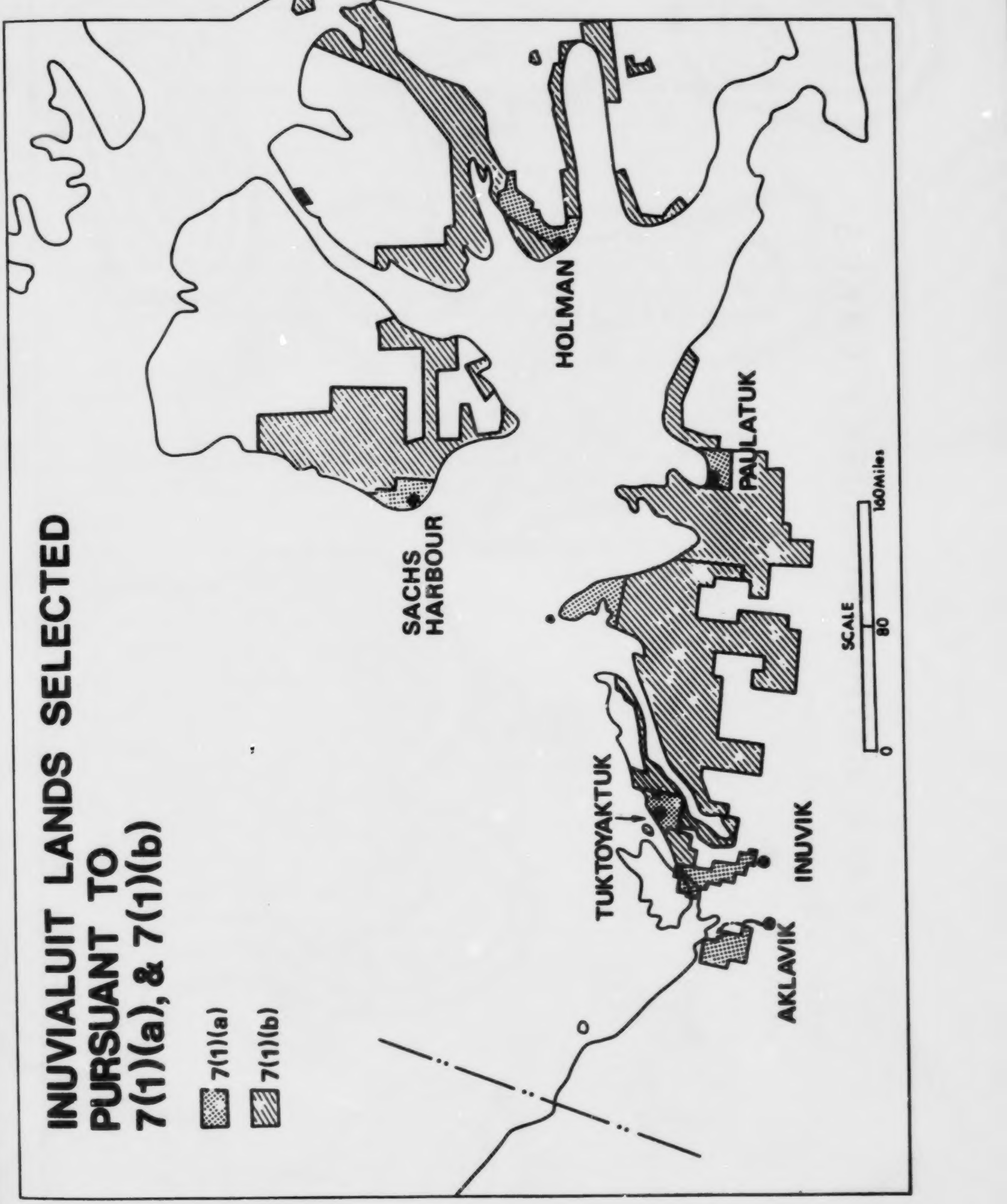
ANNEX B



TRADITIONAL INUVIALUIT LANDS

TRADITIONAL LANDS (Excl. Sea)
INUVIALUIT LAND USE & OCCUPANCY (Incl. Sea)
ORIGINAL INUVIALUIT SETTLEMENT REGION BOUNDARY (Annex A-2)
ADJUSTED ISR BOUNDARY (Annex A-1)
SCALE
0
80
160Miles
MELVILLE ISLAND
BANKS ISLAND
VICTORIA ISLAND
Sachs Harbour
Holman
U.S.A.
Tuktoyaktuk
Paulatuk
Aklavik
Inuvik

ANNEX C



INUVIALUIT LANDS SELECTED PURSUANT TO 7(1)(a), & 7(1)(b)

7(1)(a)
7(1)(b)
SACHS HARBOUR
HOLMAN
PAULATUK
TUKTOYAKTUK
INUVIK
AKLAVIK
SCALE
0
80
160 Miles

ANNEX D

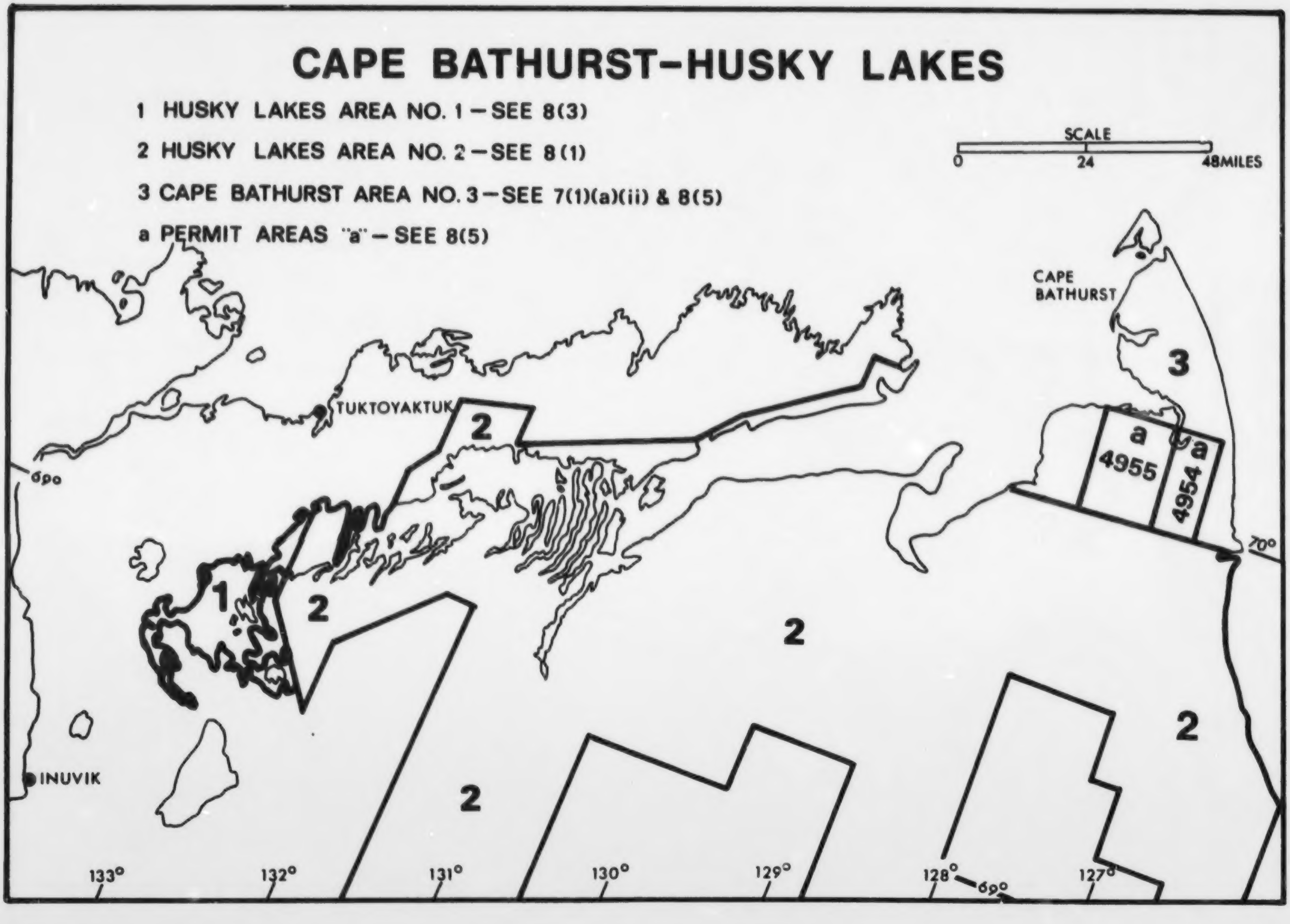
CAPE BATHURST-HUSKY LAKES

1 HUSKY LAKES AREA NO. 1 – SEE 8(3)

2 HUSKY LAKES AREA NO. 2 – SEE 8(1)

3 CAPE BATHURST AREA NO. 3 – SEE 7(1)(a)(ii) & 8(5)

a PERMIT AREAS "a" – SEE 8(5)


SCALE
0
24
48MILES
CAPE BATHURST
TUKTOYAKTUK
INUVIK
1
2
2
2
2
2
2
3
a
4955
a
4954
70°
69°
69°
133°
132°
131°
130°
129°
128°
127°

ANNEX D-1

Cape Bathurst 7(1)(a) Land

In the Northwest Territories;
in the District of Mackenzie and the District of Franklin;

All that parcel of land more particularly described as follows: all topographic features hereinafter referred to being according to edition 2 of the Franklin Bay map sheet number 97C of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources at Ottawa; edition 3 of the Malloch Hill map sheet number 97F, the Cape Dalhousie map sheet number 107E and edition 2 of the Stanton map sheet number 107D, the last 3 map sheets being of the National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, Royal Canadian Engineers, at Ottawa;

Commencing at a point being the intersection of the latitude 69°59′00″N with the shoreline of Liverpool Bay at approximate longitude 128°20′32″W;

thence northerly and northeasterly along the sinuosities of the shoreline of Liverpool Bay and Harrowby Bay to a point being the intersection of said shoreline with latitude 70°12′40″N at approximate longitude 127°31′15″W;

thence easterly along latitude 70°12′40″N to its intersection with the shoreline of Harrowby Bay at approximate longitude 127°29′45″W;

thence northwesterly, northerly and southeasterly along the sinuosities of the shoreline of Harrowby Bay, Liverpool Bay, Amundsen Gulf and Franklin Bay to a point being the intersection of the western shoreline of Franklin Bay with latitude 69°59′00″N at approximate longitude 126°53′06″W;

thence westerly along latitude 69°59′00″N to the point of commencement;

INCLUDING

Baillie Islands and all islands which lie in whole or in part within two miles of the above described shoreline and containing about 801 square miles.

ANNEX D-2

Husky Lakes Management Areas

In the Northwest Territories;
in the District of Mackenzie and the District of Franklin;

All those areas more particularly described as follows: all topographic features hereinafter referred to being according to edition 1 of the Simpson Lake map sheet number 97B of the National Topographic System, produced at a scale of 1:250,000 by the Mapping and Charting Establishment, Department of National Defence, at Ottawa; edition 2 of the Franklin Bay map sheet number 97C of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa; edition 3 of the Malloch Hill map sheet number 97F of the National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, Royal Canadian Engineers, at Ottawa; edition 2 of the Crossley Lakes map sheet number 107A of the National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, Royal Canadian Engineers, at Ottawa; edition 2 of the Aklavik map sheet number 107B of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Mines and Technical Surveys, at Ottawa; edition 1 of the Mackenzie Delta map sheet number 107C of the National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, Royal Canadian Engineers, at Ottawa; edition 2 of the Stanton map sheet number 107D of the National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, Royal Canadian Engineers, at Ottawa, and edition 2 of the Cape Dalhousie map sheet number 107E of the National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, Royal Canadian Engineers, at Ottawa;

Area Number One

Being the area described as follows:

Commencing at the intersection of the northern shoreline of Eskimo (Husky) Lakes and longitude 132°45′00″W at approximate latitude 69°15′05″N;

thence in a general southwesterly, southeasterly, northwesterly and easterly direction along the shoreline of Eskimo Lakes to a point at approximate latitude 68°49′40″N and approximate longitude 132°24′20″W being the intersection of said shoreline with a straight line joining the point of intersection of parallel of latitude 68°45′00″N and longitude 132°15′00″W with the point of intersection of parallel of latitude 69°00′00″N and longitude 132°45′00″W;

thence in a northwesterly direction along said straight line to its intersection with the said shoreline at approximate latitude 68°54′00″N and approximate longitude 132°32′30″W;

thence in westerly, southwesterly and northeasterly direction along said shoreline to its intersection with said straight line at approximate latitude 68°55′20″N and approximate longitude 132°35′05″W;

thence in a northwesterly direction along said straight line to its intersection with said shoreline at approximate latitude 68°55′50″N and approximate longitude 132°36′20″W;

thence in a generally westerly and northerly direction along said shoreline to its intersection with said straight line at approximate latitude 68°56′20″N and approximate longitude 132°37′20″W;

thence in a northwesterly direction along said straight line to its intersection with said shoreline at approximate latitude 68°56′35″N and approximate longitude 132°38′00″W;

thence in a general southwesterly, northwesterly and northeasterly direction along said shoreline to its intersection with longitude 132°45′00″W, at approximate latitude 69°04′20″N;

thence north along longitude 132°45′00″W to the point of commencement.

Area Number Two

Being the area described as follows:

Commencing at a point being the intersection of longitude 132°45'00"W with the northerly shoreline of the Eskimo (Husky) Lakes at approximate latitude 69°15'05"N;

thence south along longitude 132°45'W to its intersection with latitude 69°00'N;

thence in a southeasterly direction to a point being the intersection of longitude 132°15'W and latitude 68°45'N;

thence north along longitude 132°15'W to its intersection with latitude 69°00'N;

thence in a northeasterly direction to a point being the intersection of latitude 69°15'N and longitude 131°45'W;

thence easterly along latitude 69°15'N to its intersection with longitude 131°30'W;

thence south along longitude 131°30'W to its intersection with the latitude 68°28'N;

thence easterly along latitude 68°28'N to its intersection with longitude 130°30'W;

thence north along longitude 130°30'W to its intersection with latitude 69°00'N;

thence easterly along said latitude 69°00'N to its intersection with longitude 129°30'W;

thence northerly along longitude 129°30'W to its intersection with latitude 69°12'N;

thence easterly along latitude 69°12'N to its intersection with longitude 128°42'30"W;

thence south along longitude 128°42'30"W to its intersection with the latitude 68°36'N;

thence westerly along latitude 68°36'N to its intersection with longitude 129°20'W;

thence north along longitude 129°20'W to its intersection with latitude 68°48'N;

thence westerly along latitude 68°48'N to its intersection with longitude 129°45'W;

thence south along longitude 129°45'W to its intersection with latitude 68°15'N;

thence easterly along latitude 68°15'N to its intersection with longitude 127°45'W;

thence north along longitude 127°45'W to its intersection with latitude 68°30'N;

thence easterly along latitude 68°30'N to its intersection with longitude 127°30'W;

thence north along longitude 127°30'W to its intersection with latitude 69°00'N;

thence westerly along latitude 69°00'N to its intersection with longitude 128°00'W;

thence north along longitude 128°00'W to its intersection with latitude 69°30'N;

thence easterly along said latitude 69°30'N to its intersection with longitude 127°15'W;

thence south along longitude 127°15'W to its intersection with latitude 69°21'N;

thence easterly along latitude 69°21'N to its intersection with longitude 127°00'W;

thence south along longitude 127°00'W to its intersection with latitude 69°10'N;

thence easterly along latitude 69°10'N to its intersection with longitude 126°35'W;

thence south along longitude 126°35'W to its intersection with latitude 69°05'N;

thence easterly along latitude 69°05'N to its intersection with longitude 126°20'W;

thence south along longitude 126°20'W to its intersection with latitude 69°00'N;

thence easterly along said latitude 69°00'N to its intersection with longitude 126°00'W;

thence northerly to a point being the intersection of longitude 126°00′W with the southern shoreline of Franklin Bay at approximate latitude 69°25′20″N;

thence in a general northwesterly direction along the shoreline of Franklin Bay, to a point being the intersection of latitude 69°59′N with the western shoreline of Franklin Bay at approximate longitude 126°53′06″W;

thence westerly to a point being the intersection of latitude 69°59′N with the eastern shoreline of Liverpool Bay at approximate longitude 128°20′32″W;

thence westerly across Liverpool Bay to a point being the intersection of latitude 69°59′N with the western shoreline of Liverpool Bay on the Tuktoyaktuk Peninsula at approximate longitude 129°34′W;

thence in a general northerly, southwesterly, easterly southerly and westerly direction along the shoreline of Liverpool Bay to a point being the intersection of latitude 70°05′20″N with the shoreline of Liverpool Bay at approximate longitude 129°27′30″W;

thence westerly along latitude 70°05′20″N to its intersection with longitude 129°42′W;

thence south along longitude 129°42′W to its intersection with latitude 70°00′N;

thence in a southwesterly direction to a point being the intersection of latitude 69°50′N and longitude 130°25′W;

thence in a southwesterly direction to a point being the intersection of latitude 69°45′N and longitude 130°35′40″W;

thence in a southwesterly direction to a point being the intersection of latitude 69°34′N and longitude 131°42′30″W;

thence north along longitude 131°42′30″W to its intersection with latitude 69°41′N;

thence in a southwesterly direction to a point being the intersection of latitude 69°37′N and longitude 132°11′W;

thence south along longitude 132°11′W to its intersection with latitude 69°29′N;

thence in a southwesterly direction to a point being the intersection of latitude 69°26′N and longitude 132°17′30″W;

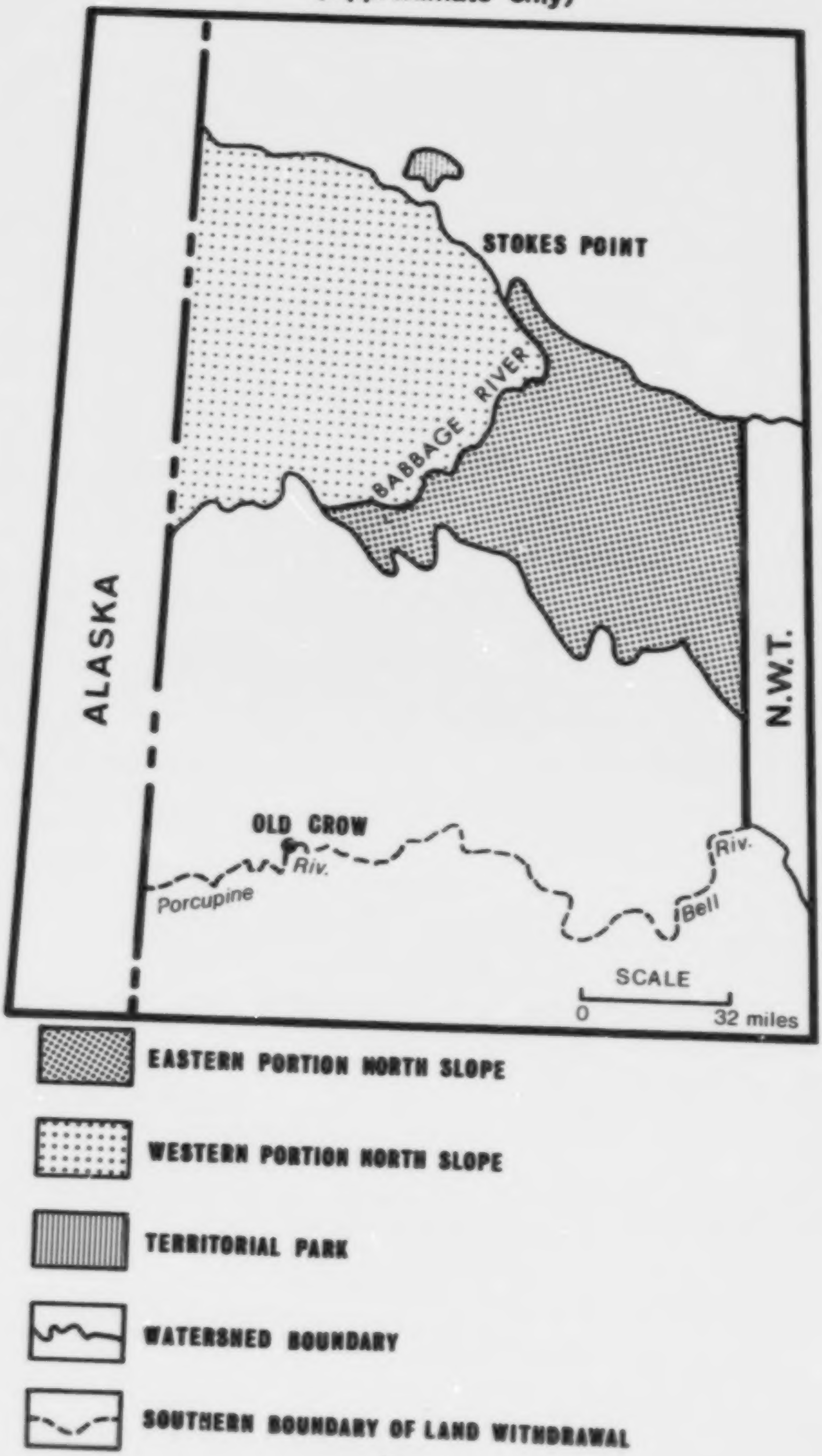
thence south along longitude 132°17′30″W to its intersection with the northern shoreline of the Eskimo (Husky) Lakes at approximate latitude 69°18′40″N;

thence in a general southwesterly direction along the said shoreline of the Eskimo (Husky) Lakes to the point of commencement.

ANNEX E

YUKON NORTH SLOPE

(Approximate only)


STOKES POINT
BABBAGE RIVER
ALASKA
N.W.T.
OLD CROW
Porcupine
Riv.
Bell
Riv.
SCALE
0
32 miles
EASTERN PORTION NORTH SLOPE
WESTERN PORTION NORTH SLOPE
TERRITORIAL PARK
WATERSHED BOUNDARY
SOUTHERN BOUNDARY OF LAND WITHDRAWAL

ANNEX E-1

Registration SOR/80-198 27 March, 1980

Territorial Lands Act
Yukon Placer Mining Act

Prohibition and Withdrawal of Certain Lands from Disposal Order, 1980, No. 1

P.C. 1980-679 20 March, 1980

His Excellency the Governor General in Council, on the recommendation of the Minister of Indian Affairs and Northern Development, pursuant to section 19 of the Territorial Lands Act and section 93 of the Yukon Placer Mining Act, is pleased hereby to revoke Order in Council P.C. 1978-2195 of 5th July, 1978* and to make the annexed Order prohibiting entry on certain lands in the Yukon Territory.

ORDER PROHIBITING ENTRY ON CERTAIN LANDS IN THE YUKON TERRITORY

Short Title

1. This Order may be cited as the *Prohibition and Withdrawal of Certain Lands from Disposal Order, 1980, No. 1.*

Yukon Placer Mining Act

2. Pursuant to section 93 of the *Yukon Placer Mining Act*, entry is hereby prohibited on the lands described in the schedule for the purpose of locating a claim or prospecting for gold or other precious minerals or stones.

Territorial Lands Act

3. Pursuant to section 19 of the *Territorial Lands Act*, for the reason that the lands described in Part 1 of the schedule are required for a National Park and other conservation purposes, the said lands, including all mines and minerals, whether solid, liquid or gaseous, and all easement, servitudes and other interests in real property, are hereby withdrawn from disposal under the *Territorial Lands Act.*

SCHEDULE

Part One
In the Yukon Territory,
adjoining the easterly, northerly, and westerly boundaries of said Territory,

Firstly,

All that parcel of land more particularly described as follows:
Commencing at a point on the International Boundary between Alaska and the Yukon Territory at Monument number 51 at approximate latitude 67°25′00″ and longitude 141°00′00″;

thence in a northeasterly, easterly and southerly direction along the left bank of the Porcupine River for a distance of 130 miles, more or less, to a point at approximate latitude 67°17′00″ and longitude 137°37′00″, said point being at the confluence of the Bell River with the Porcupine River;

thence in a northeasterly direction to the left bank of the Bell River and then in a northeasterly, southerly and northeasterly direction along the said left bank for a distance of approximately 80 miles to a point on the left bank of an unnamed creek at approximate latitude 67°41′00″ and longitude 136°37′00″;

thence in an easterly, northerly and easterly direction along the left bank of said creek and the south shore of Summit Lake to a point on the Boundary between the Yukon Territory and the Northwest Territories at approximate latitude 67°42′30″ and longitude 136°27′00″;

thence due north along said boundary to the shore of Mackenzie Bay of the Beaufort Sea at approximate latitude 68°52′30″ and longitude 136°27′00″;

thence in a northwesterly direction along the shore of the Beaufort Sea to a point on the International Boundary between Alaska and the Yukon Territory at approximate latitude 69°39′00″ and longitude 141°00′00″;

thence due south along the said International Boundary to the point of commencement.

Secondly,

The islands within three statute miles of the shore of the Beaufort Sea west of the boundary between the Yukon Territory and the Northwest Territories, and Herschel Island.

SAVING, EXCEPTING AND RESERVING thereout and therefrom all lands and buildings shown as reserved for any department of the Government of Canada or for the Government of the Yukon Territory or for the Northern Canada Power Commission in the Territorial Lands Property Registers in the Land Management Division of the Northern Affairs Program of the Department of Indian Affairs and Northern Development at Ottawa.

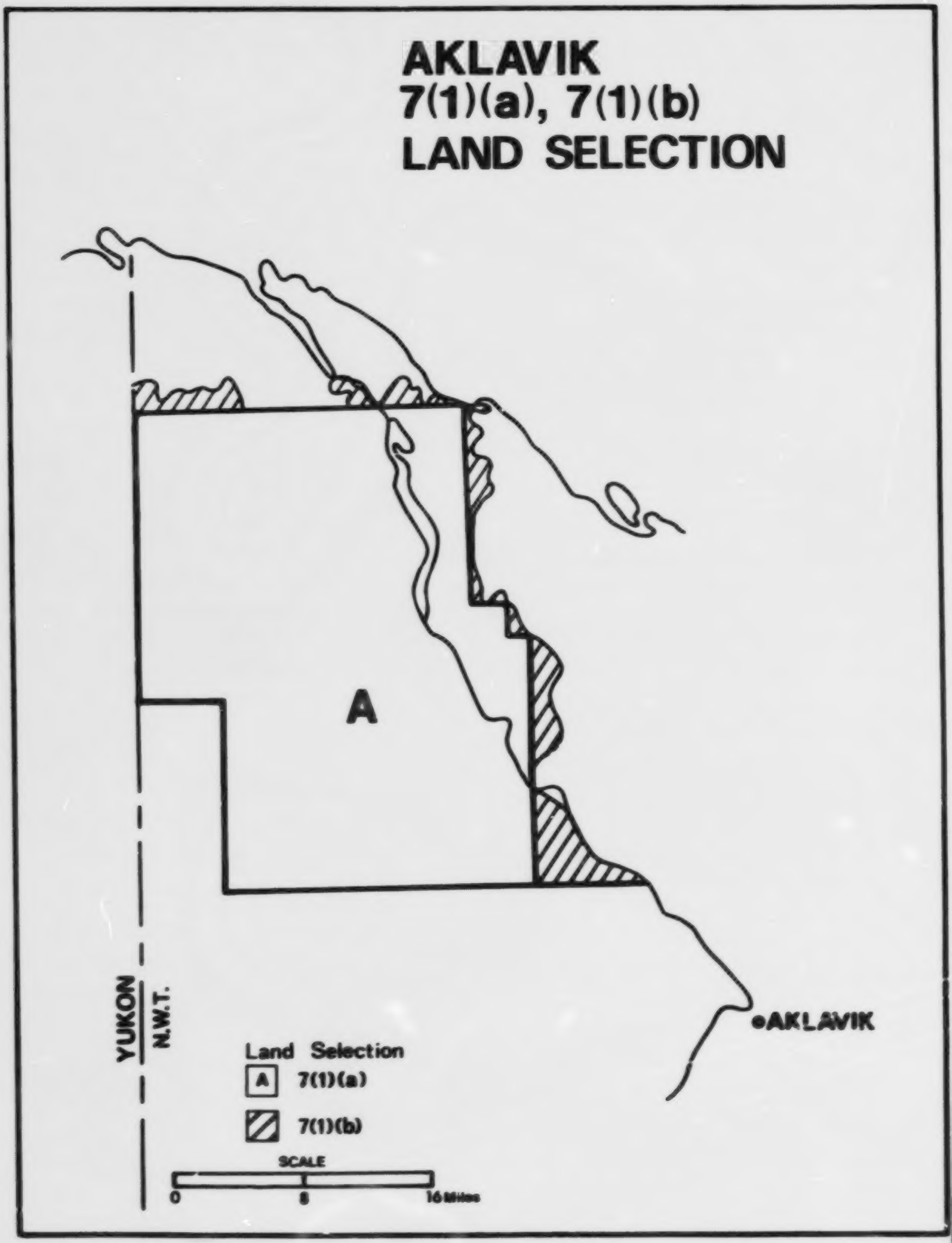
SAVING, EXCEPTING AND RESERVING thereout and therefrom all lands within a radius of two miles from the southwest corner of Lot 1, Group 1302, in the settlement of Old Crow, as said Lot is shown on plan of record number 42622 in the Canada Lands Surveys Records at Ottawa.

Part Two

In the Yukon Territory, in Group 1302, all that strip of land lying four and five tenths metres on either side of the centre line of an electrical power distribution line extending from The Yukon Electrical Company Limited's power house in the Settlement of Old Crow approximately five and six tenths kilometres to the Canadian National Railway Company's Microwave Station on Crow Mountain, as the centre line of the said distribution line is shown on drawing number 6312 of record on file number 8-3-1302-0-6 in the Land Management Division of the Department of Indian Affairs and Northern Development at Ottawa.

SAVING, EXCEPTING AND RESERVING thereout and therefrom all mines and minerals whether solid, liquid or gaseous, and the right to work the same.

ANNEX F



AKLAVIK
7(1)(a), 7(1)(b)
LAND SELECTION

A
YUKON
N.W.T.
AKLAVIK
Land Selection
A 7(1)(a)
▨ 7(1)(b)
SCALE
0
8
16 Miles

ANNEX F-1

Aklavik 7(1)(a) Land

In the Northwest Territories;
in the District of Mackenzie;
in the Mackenzie Delta;

All that parcel of land in the Mackenzie Delta according to edition 1 of the National Topographic Series Maps of Aklavik — 107B and Blow River — 117A, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, Ottawa, as said parcel may be more particularly described as follows:

Commencing at a point on the Northwest Territories — Yukon Territory boundary at latitude 68°46′ and approximate longitude 136°27′16″;

thence easterly along latitude 68°46′ to its intersection with longitude 135°40′;

thence south along longitude 135°40′ to its intersection with latitude 68°35′;

thence easterly along latitude 68°35′ to its intersection with longitude 135°30′;

thence south along longitude 135°30′ to its intersection with latitude 68°32′;

thence easterly along latitude 68°32′ to its intersection with longitude 135°25′;

thence south along longitude 135°25′ to its intersection with latitude 68°20′;

thence westerly along latitude 68°20′ to its intersection with longitude 135°15′;

thence north along longitude 136°15′ to its intersection with latitude 68°30′;

thence westerly along latitude 68°30′ to its intersection with the Yukon Territory — Northwest Territories boundary, at approximate longitude 136°27′16″;

thence north along said boundary to the point of commencement;

said parcel containing about 643 square miles.

ANNEX F-2

Aklavik 7(1)(b) Land

In the Northwest Territories;
in the District of Mackenzie;
in the Mackenzie Delta;

All those parcels of land in the Mackenzie Delta according to edition 1 of the National Topographic Series Map of Tent Island — 117A/16E and Shallow Bay — 107B/13W reproduced at a scale of 1:50,000 by the Army Survey Establishment, R.C.E. Ottawa, and to Maps of Mount David Gilbert — 117A/9E, Leland Channel — 107B/12E and 107B/12W and Beaver House Creek 107B/5E produced at a scale of 1:50,000 by the Surveys and Mapping Branch of the Department of Energy, Mines and Resources, Ottawa, as said parcels may be described under *Firstly* to *Twelfthly* as follows:

Firstly, (according to said map 117A/16E)

Commencing at a point on the Yukon Territory — Northwest Territories boundary at latitude 68°46′ and approximate longitude 136°27′16″;

thence north along said boundary to its intersection with the southerly bank of an unnamed stream at approximate latitude 68°46′50″, as said stream connects Moose Channel to Ministicoog Channel;

thence easterly and southerly along said southerly bank to its intersection with latitude 68°46′ at approximate longitude 136°24′;

thence westerly along latitude 68°46′ to the point of commencement;

Secondly, (according to said maps 117A/16E, 117A/9E and 107B/12W)

Commencing at the point of intersection of latitude 68°46′ and longitude 136°10;

thence westerly along latitude 68°46′ to its intersection with the southerly bank of said unnamed stream at approximate longitude 136°23′;

thence generally easterly following the sinuosities of said southerly bank to its intersection with the westerly bank of said Ministicoog Channel at approximate latitude 68°47′10″ and approximate longitude 136°10′05″;

thence southeasterly following said bank of Ministicoog Channel to its intersection with latitude 68°46′ at approximate longitude 136°09′20″;

thence westerly following parallel of latitude 68°46′ to the point of commencement;

Thirdly, (according to said map 107B/13W)

Commencing at a point on the northwesterly bank of an unnamed channel at latitude 68°46′ and approximate longitude 135°53′20″, said unnamed channel connecting west Channel and Anderton Channel;

thence westerly along latitude 68°46′ to the northeasterly bank of said unnamed Channel at approximate longitude 135°55′40″;

thence northerly, westerly, northwesterly and southeasterly along the sinuosities of the banks of said unnamed channel, Anderton Channel and West Channel to the point of commencement;

Fourthly, (according to said map 107B/13W)

Commencing at a point on the easterly bank of an unnamed channel at latitude 68°46′ and approximate latitude 135°50′40″, said unnamed channel connecting, Shallow Bay and West Channel;

thence northeasterly and southerly along the sinuosities of the banks of said unnamed channel and Shallow Bay to a point at latitude 68°46′ and approximate longitude 135°43′50″;

thence westerly along latitude 68°46′ to the point of commencement;

Fifthly, (according to said map 107B/13W)

Commencing at the point on the southwesterly bank of Shallow Bay at latitude 68°46′ and approximate longitude 135°41′50″;

Sixthly, (according to said maps 107B/13W and 107B/12W)

Commencing at a point on the southwesterly bank of Shallow Bay at longitude 135°40′ and approximate latitude 68°45′50″;

thence southeasterly, northwesterly and southwesterly along the sinuousities of the banks of Shallow Bay, Hvatum Channel and an unnamed channel to a point at longitude 134°40′ and approximate latitude 68°45′13″;

thence north along longitude 135°40′ to the point of commencement.

Seventhly, (according to said maps 107B/13W and 107B/12W)

Commencing at a point on the south bank of an unnamed channel at longitude 135°40″ and approximate latitude 68°45′10″;

thence southeasterly and southwesterly along the bank of said unnamed channel to a point at longitude 135°40′ and approximate latitude 68°44′;

thence north along longitude 135°40′ to the point of commencement;

Eighthly, (according to said map 107B/12W)

Commencing at a point on the westerly bank of an unnamed channel at longitude 135°40′ and approximate latitude 68°43′35″;

thence in a general southerly direction along said unnamed channel and Hvatum Channel to a point on the west bank of Hvatum Channel at latitude 68°35′ and approximate longitude 135°36′;

thence westerly along latitude 68°35′ to its intersection with longitude 135°40′;

thence north along longitude 135°40′ to the point of commencement;

Ninthly, (according to said map 107B/12W)

Commencing at the point of intersection of the easterly bank of Hvatum Channel with latitude 68°35′, approximate longitude 135°35′45″;

thence northerly following said easterly bank to its intersection with the southerly bank of an unnamed stream at approximate latitude 68°35′04″ and approximate longitude 135°35′45″;

thence easterly and northeasterly following the said southerly bank to its intersection with the southerly bank of Leland Channel at approximate latitude 68°35′20″ and approximate longitude 135°32′30″;

thence southeasterly following the southerly bank of said Channel to its intersection with latitude 68°35′ at approximate longitude 135°31′30″;

thence westerly along parallel of latitude 68°35′ to the point of commencement;

Tenthly, (according to said map 107B/12E)

Commencing at the point of intersection of latitude 68°32′ and longitude 135°30′;

thence north along said longitude to its intersection with the southerly bank of Leland Channel at approximate latitude 68°34′40″;

thence generally southerly following said bank to its intersection with longitude 135°25′ at approximate latitude 68°32′01″;

thence south along longitude 135°25′ to its intersection with latitude 68°32′;

thence westerly along latitude 68°32′ to the point of commencement;

Eleventhly, (according to said map 107B/12E and 107B/5E)

Commencing at the point of intersection of the southerly bank of Leland Channel and longitude 135°25′ at approximate latitude 68°32′01″;

thence generally southerly following the sinuosities of the southwesterly bank of said Channel to the westerly bank of an unnamed channel at approximate latitude 68°30′ and approximate longitude 135°19′56″;

thence generally southwesterly along the westerly bank of said unnamed channel and the easterly bank of the Lelland Channel to the easterly bank of the West Channel of the Mackenzie River at approximate latitude 68°24′57″ and approximate longitude 135°24′59″;

thence northwesterly following the easterly bank of the West Channel to its intersection with longitude 135°25′, approximate latitude 68°25′;

thence north along longitude 135°25′ to the point of commencement;

Twelfthly, (according to said map 107B/5E)

Commencing at the point of intersection of latitude 68°20′ and longitude 135°25′;

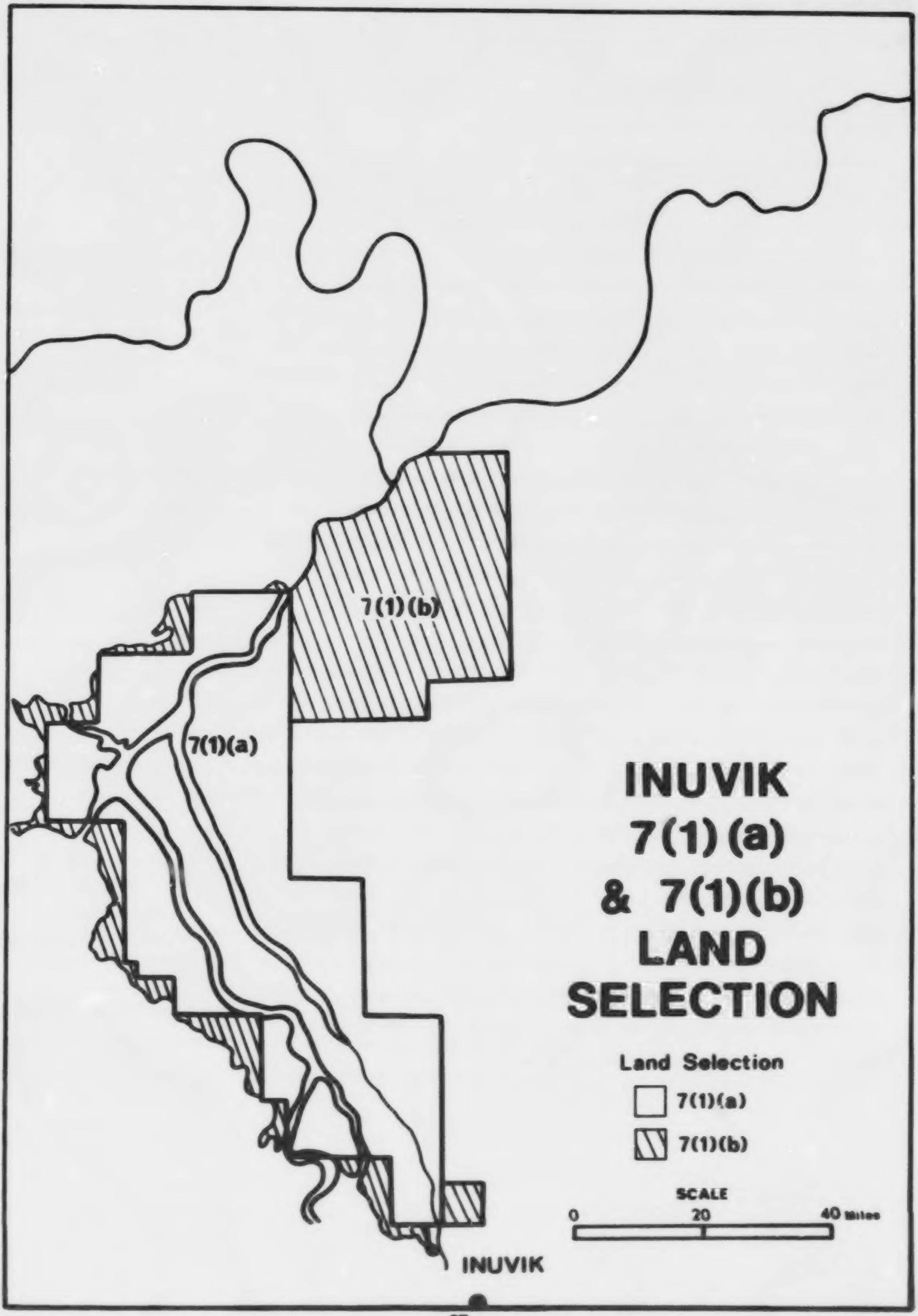
thence north along longitude 135°25′ to its intersection with the southwesterly bank of West Channel at approximate latitude 68°22′50″;

thence generally southeasterly following the sinuosities of said bank to its intersection with latitude 68°20′, approximate longitude 135°13′40″;

thence westerly along latitude 68°20′ to the point of commencement.

The said parcels described under *Firstly* to *Twelfthly* having a total area of 38 square miles more or less.

ANNEX G


7(1)(b)
7(1)(a)
INUVIK 7(1) (a) & 7(1)(b) LAND SELECTION
Land Selection
☐ 7(1)(a)
▨ 7(1)(b)
SCALE
0
20
40 Miles
INUVIK

ANNEX G-1

Inuvik 7(1)(a) Land

In the Northwest Territories;
in the District of Mackenzie;
in the Mackenzie Delta and Caribou Hills;

All that parcel of land in the Mackenzie Delta and Caribou Hills according to National Topographic Series Maps of Aklavik — 107B, edition 1 and Mackenzie Delta — 107C, edition 2, produced at a scale of 1:250,000 by the Surveys and Mapping Branch of the Department of Energy, Mines and Resources, Ottawa, as said parcel may be more particularly described as follows:

Commencing at the point of intersection of latitude 69°10'30" and longitude 134°15';

thence south along longitude 134°15' to its intersection with latitude 68°50';

thence easterly along latitude 68°50' to its intersection with longitude 134°00';

thence south along longitude 134°00' to its intersection with latitude 68°40';

thence easterly along latitude 68°40' to its intersection with longitude 133°45';

thence south along longitude 133°45' to its intersection with latitude 68°25';

thence westerly along latitude 68°25' to its intersection with longitude 133°55';

thence north along longitude 133°55' to its intersection with latitude 68°30';

thence westerly along latitude 68°30' to its intersection with longitude 134°15';

thence north along longitude 134°15' to its intersection with latitude 68°34';

thence westerly along latitude 68°34' to its intersection with longitude 134°20';

thence north along longitude 134°20' to its intersection with latitude 68°40';

thence westerly along latitude 68°40' to its intersection with longitude 134°37'30";

thence north along longitude 134°37'30" to its intersection with latitude 68°43';

thence westerly along latitude 68°43' to its intersection with longitude 134°45';

thence north along longitude 134°45' to its intersection with latitude 68°44';

thence westerly along latitude 68°44' to its intersection with longitude 134°47'30";

thence north along longitude 134°47'30" to its intersection with latitude 68°54';

thence westerly along latitude 68°54' to its intersection with longitude 135°03'45";

thence north along longitude 135°03'45" to its intersection with latitude 69°01';

thence easterly along latitude 69°01' to its intersection with longitude 134°53'45";

thence north along longitude 134°53'45" to its intersection with latitude 69°06';

thence easterly along latitude 69°06' to its intersection with longitude 134°35';

thence north along longitude 134°35' to its intersection with latitude 69°10'30";

thence easterly along latitude 69°10'30" to the point of commencement;

said parcel containing about 761 square miles.

ANNEX G-2

Inuvik 7(1)(b) Land

In the Northwest Territories;
in the District of Mackenzie;
in the Mackenzie Delta;

All those parcels of lands in the Mackenzie Delta according to edition 1 of the National Topographic Series Maps of Tununuk — 107C/3E and 107C/3W, Ellice Island — 107C/4E, Shallow Bay — 107B/13E, Wolverine Lakes — 107B/14W, Reindeer Station — 107B/11E and 107B/11W, Schooner Channel 107B/6E and Inuvik — 107B/7 produced at a scale of 1:50,000, as said parcels may be more particularly described under *Firstly* to *Eleventhly* as follows:

Firstly, (according to said Map 107C/3E produced by the Army Survey Establishment, R.C.E., Ottawa)

Commencing at the point of intersection of the westerly bank of Mackenzie River with latitude 69°10′30″, approximate longitude 134°16′;

thence northerly to a point on the southerly bank of an unnamed stream at approximate latitude 69°11′ and approximate longitude 134°16′;

thence southwesterly following the said bank of said stream to its intersection with latitude 69°10′30″ and approximate longitude 134°19′20″;

thence easterly along said latitude 69°10′30″ to the point of commencement;

Secondly, (according to said Map 107C/3W produced by said Army Survey Establishment)

Commencing at the point of intersection of an unnamed creek with latitude 69°06′ at approximate longitude 134°51′;

thence northwesterly following said creek to its intersection with the shoreline of an unnamed lake at approximate latitude 69°06′05″ and approximate longitude 134°51′05″;

thence generally easterly and northerly following said shoreline of said lake to its intersection with latitude 69°10′30″ at approximate longitude 134°39′;

thence easterly along latitude 69°10′30″ to its intersection with longitude 134°35′;

thence south along longitude 134°35′ to its intersection with latitude 69°06′;

thence westerly along latitude 69°06′ to the point of commencement;

Thirdly, (according to said map 107C/3W produced by said Army Survey Establishment)

Commencing at the point of intersection of latitude 69°01′ and longitude 134°53′45″;

thence westerly along latitude 69°01′ to its intersection with the easterly bank of an unnamed stream at approximate longitude 134°58′20″;

thence northerly following said bank of said stream to a point on the southerly bank of an unnamed channel that leads to the East Channel of Mackenzie River, said point being at approximate latitude 69°02′25″ and longitude 134°59′55″;

thence generally northeasterly following said bank of said unnamed Channel to its intersection with longitude 134°53′45″ at approximate latitude 69°04′55″;

thence south along longitude 134°53′45″ to the point of commencement;

Fourthly, (according to said maps 107C/3W, 107C/4E and 107B/13E produced by said Army Survey Establishment)

Commencing at the point of intersection of latitude 69°02′10″ and the westerly bank of the unnamed channel mentioned in Thirdly at approximate longitude 134°59′50″;

thence northerly and westerly following said westerly bank to the mouth of an unnamed stream at approximate latitude 69°01′ and approximate longitude 135°02′50″;

thence generally westerly following the southerly bank of said unnamed stream to its intersection with another unnamed stream at approximate latitude 69°02′30″ and approximate longitude 135°10′05″;

thence generally southerly following the easterly bank of said unnamed stream to the shoreline of an unnamed lake at approximate latitude 69°00′55″ and approximate longitude 135°09′;

thence generally southeasterly following the sinuosities of the said shoreline to its intersection with longitude 135°03′45″ at approximate latitude 68°59′35″;

thence northerly along longitude 135°03′45″ to its intersection with latitude 69°01′;

thence easterly along latitude 69°01′ to the point of commencement;

Fifthly, (according to said map 107B/13E produced by said Army Survey Establishment)

Commencing at the intersection of longitude 135°03′45″ and the shoreline of the lake, mentioned in Fourthly, at approximate latitude 68°58′55″;

thence south along said longitude to its intersection with the southeasterly bank of an unnamed stream at approximate latitude 68°55′55″;

thence southwesterly, northwesterly and southeasterly following said bank of said unnamed stream to its intersection with an unnamed creek at approximate latitude 68°56′ and approximate longitude 135°05′;

thence southerly and northwesterly following said creek to its intersection with the shoreline of an unnamed lake at approximate latitude 68°56′05″ and approximate longitude 135°06′20″;

thence northeasterly, northwesterly, westerly, northerly and easterly following the sinuosities of the eastern shoreline of said lake to its intersection with latitude 68°57′ at approximate longitude 135°05′;

thence northeasterly in a straight line across the land to a point on the southerly shoreline of another unnamed lake at longitude 135°04′20″ and approximate latitude 68°57′05″;

thence northerly following the shoreline of said unnamed lake to its intersection with longitude 135°04′20″ at approximate latitude 68°57′15″;

thence northwesterly in a straight line to its intersection with the shoreline of a small lake at its most southeasterly end at approximate latitude 68°57′45″ and approximate longitude 135°04′25″;

thence northwesterly following the eastern shoreline of said lake to its intersection with latitude 68°58′15″ at approximate longitude 135°05′45″;

thence easterly along latitude 68°58′15″ to its intersection with the shoreline of the unnamed lake mentioned herein for the point of commencement;

thence southeasterly, easterly and northerly following the shoreline of said lake to the point of commencement;

Sixthly, (according to said maps 107B/13E and 107B/14W reproduced by said Army Survey Establishment)

Commencing at the point of intersection of latitude 68°54′ and longitude 135°03′45″;

thence north along longitude 135°03′45″ to its intersection with the southeasterly bank of the unnamed stream, mentioned in Fifthly, at approximate latitude 68°55′40″;

thence southwesterly following said bank to its intersection with the easterly bank of Reindeer Channel at approximate latitude 68°53′40″ and longitude 135°10′;

thence southerly and generally easterly following the sinuosities of said bank to its intersection with latitude 68°54′ at approximate longitude 134°55′15″;

thence westerly along latitude 68°54′ to the point of commencement;

Seventhly, (according to said maps 107B/14W and 107B/11W reproduced by said Army Survey Establishment and by the Surveys and Mapping Branch of the Department of Energy, Mines and Resources, Ottawa)

Commencing at the point of intersection of latitude 68°54′ and longitude 134°47′30″;

thence westerly along latitude 68°54′ to its intersection with the easterly bank of Reindeer Channel at approximate longitude 134°54′;

thence southwesterly following the bank of said Channel to the mouth of an unnamed creek at approximate longitude 134°56′;

thence generally southerly following said creek to its intersection with an unnamed stream at approximate latitude 68°48′ and longitude 134°50′;

thence westerly across said stream to the mouth of unnamed creek at approximate latitude 68°48′ and approximate longitude 134°50′45″;

thence generally southwesterly following said unnamed creek to the mouth of Axel Creek at approximate latitude 68°44′55″ and longitude 134°54′58″;

thence generally southeasterly following said creek to its intersection with longitude 134°37′30″ at approximate latitude 68°40′40″;

thence north along longitude 134°37′30″ to its intersection with latitude 68°43′;

thence westerly along latitude 68°43′ to its intersection with longitude 134°45′;

thence north along longitude 134°45′ to its intersection with latitude 68°44′;

thence westerly along latitude 68°44′ to its intersection with longitude 134°47′30″;

thence north along longitude 134°47′30″ to the point of commencement;

Eighthly, (according to said maps 107B/11W and 107B/11E produced by said Surveys and Mapping Branch)

Commencing at the point of intersection of latitude 68°40′ and longitude 134°20′;

thence westerly along latitude 68°40′ to its intersection with the last creek mentioned in Seventhly, at approximate longitude 134°37′27″;

thence southerly following said creek to its mouth in Amagokvik Channel;

thence generally southeasterly following the northerly bank of Amagogvik Channel and that of Tumma Channel to its intersection with longitude 134°20′ at approximate latitude 60°33′59″;

thence north along longitude 134°20′ to the place of commencement;

Ninthly, (according to said map 107B/11E produced by said Surveys and Mapping Branch)

Commencing at the point of intersection of latitude 68°34′ and longitude 134°15′;

thence south along said longitude 134°15′ to its intersection with the westerly bank Middle Channel at approximate latitude 68°32′40″;

thence southerly following said bank to the mouth of Pederson Channel at approximate latitude 68°30′40″ and approximate longitude 134°16′;

thence generally westerly following the sinuosities of the northerly bank of said Channel to its intersection with longitude 134°20′30″ at approximate latitude 68°31′40″;

thence north along said longitude to its intersection with the southerly shoreline of an unnamed lake at approximate latitude 68°31'45";

thence northeasterly following the southeasterly shoreline of said lake to the most northerly position of a small inlet at approximate latitude 68°33'05" and approximate longitude 134°18'05";

thence generally northerly in a straight line across the lands and joining the most southwesterly positions of two small unnamed lakes, the last position being at approximate latitude 68°33'20" and longitude 134°17'30";

thence north in a straight line to the intersection of a small unnamed creek and longitude 134°17'30";

thence northerly following said creek to its mouth in Tumma Channel;

thence north across said Channel to its northerly bank at approximate latitude 68°33'55";

thence westerly following the bank of said Channel to its intersection with longitude 134°20' at approximate latitude 68°33'59";

thence north along longitude 134°20' to its intersection with latitude 68°34';

thence easterly along latitude 68°34' to the point of commencement;

Tenthly, (according to said map 107B/6E produced by said Surveys and Mapping Branch)

Commencing at the point of intersection of latitude 68°30' with the west bank of Oniak Channel at approximate longitude 134°00'40";

thence westerly along latitude 68°30' to its intersection with the east bank of Middle Channel at approximate latitude 134°05';

thence southerly, easterly and northerly following the east bank of Middle Channel and the north and west banks of Oniak Channel to the point of commencement;

Eleventhly, (according to said maps 107B/6E and 107B/7 produced by said Surveys and Mapping Branch)

Commencing at the point of intersection of latitude 68°30' and longitude 133°55';

thence south along longitude 133°55' to its intersection with latitude 68°25';

thence easterly along latitude 68°25' to its intersection with the west bank of the East Channel of Mackenzie River at approximate longitude 133°48';

thence southerly following said bank to the mouth of a small creek at approximate latitude 68°23' and approximate longitude 133°46'10";

thence westerly following said creek to the easterly end of an unnamed channel at approximate latitude 68°23'02" and approximate longitude 133°46'40";

thence westerly following said channel to its intersection with longitude 133°48'15" and approximate latitude 68°23';

thence north along longitude 133°48'15" to its intersection with the northerly shoreline of an unnamed lake at approximate latitude 68°23'05";

thence generally northerly and westerly following the sinuosities of the shoreline of said lake to a point at latitude 68°24'10" and approximate longitude 133°52'15";

thence northwesterly in a straight line across said lake to the mouth of a small creek at approximate latitude 68°24'15" and approximate longitude 133°53'20";

thence southwesterly following said creek to its intersection with the shoreline of a small lake;

thence generally westerly following the northerly shoreline of said lake to its intersection with another small creek;

thence northwesterly following said creek to the shoreline of an unnamed lake at approximate latitude 68°24′13″ and approximate longitude 133°53′;

thence generally westerly following the sinuosities of the shoreline of said lake to the northerly bank of an unnamed stream that leads to Oniak Channel at approximate latitude 68°24′10″ and approximate longitude 133°55′;

thence generally northerly following the easterly bank of said stream to the easterly bank of Oniak Channel and northerly following the bank of Oniak Channel to its intersection with latitude 68°30′ at approximate longitude 133°59′30″;

thence easterly along said latitude 68°30′ to the place of commencement.

The said parcels described under *Firstly* to *Eleventhly* having a total area of 110 square miles more or less.

AND

(Southeast)
In the Northwest Territories;
in the District of Mackenzie;
in the Caribou Hills;

All that parcel of land in the Caribou Hills according to edition 1 of the National Topographic Series Map 107B/7 produced at a scale of 1:50,000 by the Surveys and Mapping Branch of the Department of Energy, Mines and Resources, Ottawa and which may be more particularly described as follows:

Commencing at the point of intersection of latitude 68°28′ and longitude 133°37′30″;

thence south along longitude 133°37′30″ to its intersection with latitude 68°25′;

thence westerly along latitude 68°25′ to its intersection with longitude 133°45′;

thence north along longitude 133°45′ to its intersection with latitude 68°28′;

thence easterly along latitude 68°28′ to the place of commencement;

said parcel containing about 11 square miles.

AND

(Northeast)
In the Northwest Territories;
in the District of Mackenzie;
in the Mackenzie Delta;

All those parcels of land in the Mackenzie Delta and Kittigazuit Bay according to edition 1 of the National Topographic Series Map of Mackenzie Delta 107C produced at a scale of 1:250,000 by the Army Survey Establishment, R.C.E., Ottawa which may be more particularly described under *Firstly* and *Secondly* as follows:

Firstly,

Commencing at a point on the shoreline of Kittigazuit Bay at latitude 69°20′ and approximate longitude 133°46′;

thence easterly along latitude 69°20′ to its intersection with longitude 133°30′;

thence south along said longitude 133°30′ to its intersection with latitude 69°03′;

thence westerly along latitude 69°03′ to its intersection with longitude 133°47′30″;

thence south along longitude 133°47′30″ to its intersection with latitude 69°00′;

thence westerly along latitude 69°00′ to its intersection with longitude 134°15′;

thence north along longitude 134°15′ to its intersection with the southerly bank of Mackenzie River at approximate latitude 69°10′;

thence generally northeasterly following the said bank to the mouth of an unnamed channel at approximate latitude 69°10′35″;

thence generally northerly following the easterly bank of said channel to its intersection with said bank of Mackenzie River,

thence generally northeasterly following said bank of said river to the point of commencement;

Secondly,

All those islands in Kittigazuit Bay that lies close to the shore of the parcel described in *Firstly*, between longitudes 133°46′ and 133°55′ and between latitudes 69°19′ and 69°21′;

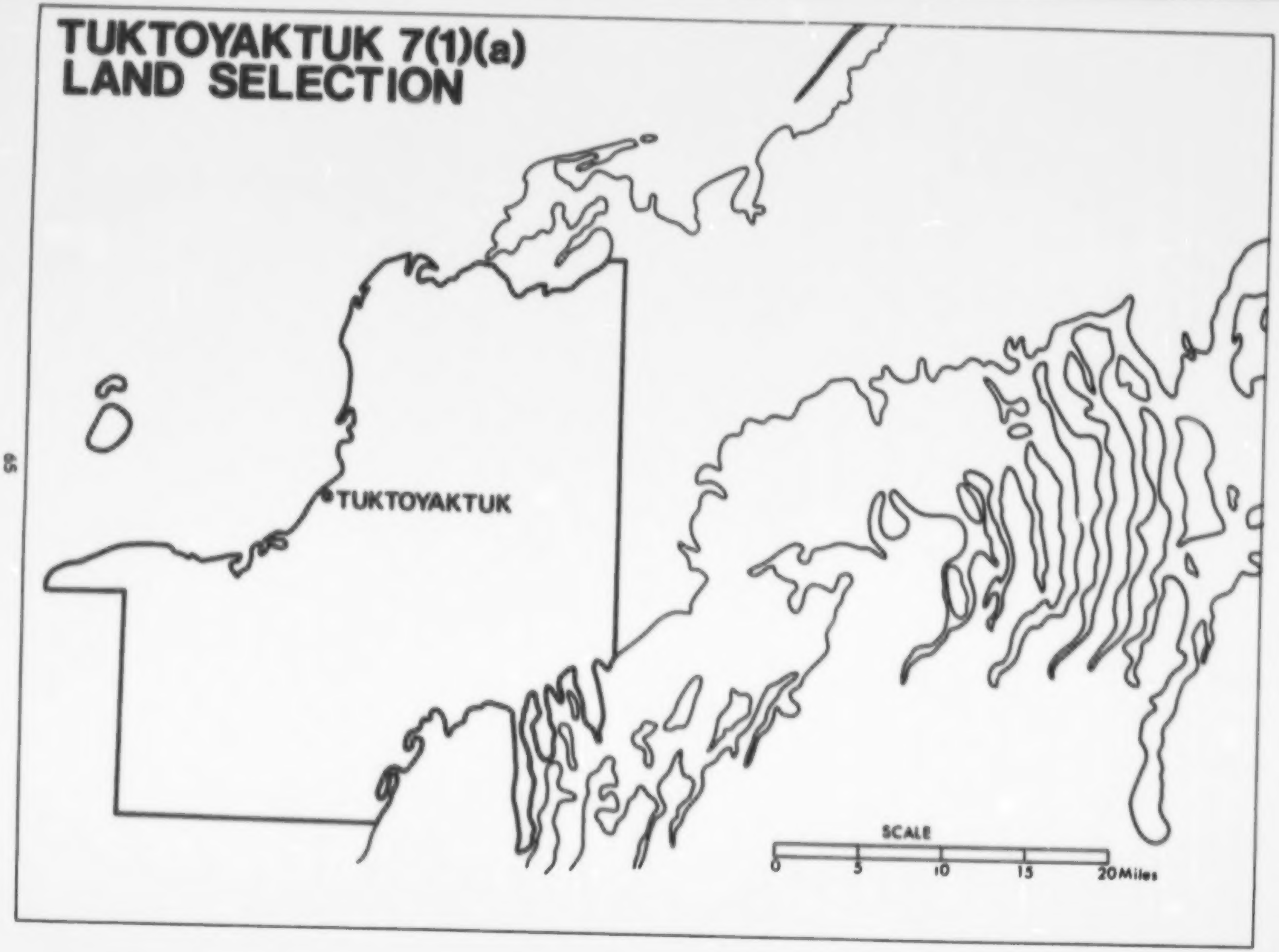
LESS

The waters and bed of Kittigazuit Bay and inlets thereto;

the remainder containing together about 350 square miles.

The lands described in Annex G-2 comprising 471 square miles more or less.

TUKTOYAKTUK 7(1)(a) LAND SELECTION


TUKTOYAKTUK
SCALE
0
5
10
15
20 Miles

ANNEX H-1

Tuktoyaktuk 7(1)(a) Land

In the Northwest Territories;
in the District of Mackenzie;
in the Mackenzie Delta;

All that parcel of land according to edition 1 of the Mackenzie Delta map sheet number 107C of the National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, R.C.E., at Ottawa, and which may be more particularly described as follows:

Commencing at a point on the southeasterly shoreline of Kittigazuit Bay at latitude 69°20′N and approximate longitude 133°46′W;

thence in a general northeasterly direction along the Kittigazuit Bay shoreline and the Kugmallit Bay shoreline to its intersection with latitude 69°40′N at approximate longitude 132°20′45″W;

thence easterly along latitude 69°40N to its intersection with longitude 132°17′30″W;

thence south along longitude to the shoreline of Eskimo Lakes at approximate latitude 69°18′40″N;

thence in a general southwesterly direction along the said shoreline of Eskimo Lakes to its intersection with latitude 69°10′N at approximate longitude 132°51′00″W;

thence westerly along latitude 69°10′N to its intersection with longitude 133°30′W;

thence north along longitude 133°30′W to its intersection with latitude 69°20′N;

thence westerly along latitude 69°20′N to the point of commencement;

together with the whole of Hendrickson Island being situated at approximate latitude 69°30′N and approximate longitude 133°35′W; and including all islands in Tuktoyaktuk Harbour and those islands situated in whole or in part within two miles of the shorelines described.

LESS

Firstly,

That parcel of land lying between latitudes 69°26′N and 69°28′N and between longitudes 132°47′30″W and 132°50′W;

said parcel containing about 2.76 square miles.

Secondly,

That parcel comprising the Community Site of Tuktoyaktuk being described as follows:

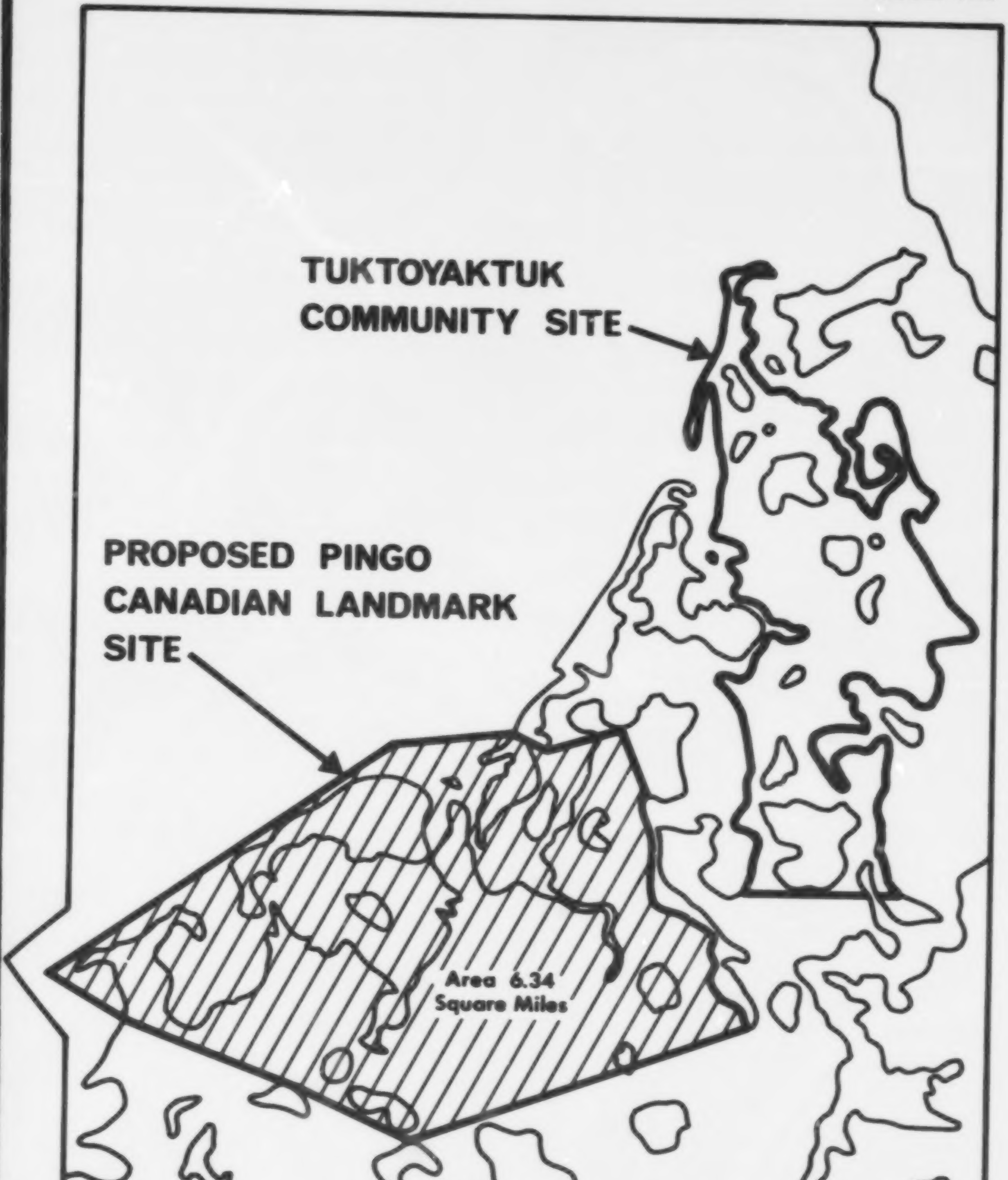
Commencing at the intersection of latitude 69°24′13″N with the west shoreline of the peninsula on which the community of Tuktoyaktuk is situated, the said point being at approximate longitude 133°02′W;

thence in a general northerly, easterly and southerly direction following the shoreline around the peninsula on which the community of Tuktoyaktuk is situated to the intersection of the east shoreline of said peninsula with latitude 69°24′13″N;

thence west along said latitude 69°24′13″N to the point of commencement; said parcel containing about 3 square miles.

The remainder containing 691 square miles more or less.

ANNEX H–2


TUKTOYAKTUK COMMUNITY SITE
PROPOSED PINGO CANADIAN LANDMARK SITE
Area 6.34 Square Miles
0
.8
1.6 mi.
Scale

ANNEX H-3

Tuktoyaktuk Community Site

In the Northwest Territories;
in the District of Mackenzie;
in the Mackenzie Delta;

All that parcel of land more particularly described as follows: all topographic features hereinafter referred to being according to edition 1 of the Kittigazuit map sheet number 107C/7E of the National Topographic System, produced at a scale of 1:50,000 by the Army Survey Establishment, R.C.E., at Ottawa and edition 1 of the map sheet number 107C/8W of the National Topographic System produced at a scale of 1:50,000 by the Army Survey Establishment, R.C.E., at Ottawa.

Commencing at the intersection of latitude 69°24'13"N with the west shoreline of the peninsula on which the community of Tuktoyaktuk is situated, the said point being at approximate longitude 133°02'W";

thence in a general northerly, easterly and southerly direction following the shoreline around the peninsula on which the said community is situated to the intersection of the east shoreline of said peninsula with latitude 69°24'13"N;

thence west along latitude 69°24'13"N to the point of commencement; said parcel containing about 3 square miles.

ANNEX H-4

Pingo Canadian Landmark Site

In the Northwest Territories;
in the District of Mackenzie;
in the Mackenzie Delta;

All that parcel of land more particularly described as follows: all topographic features hereinafter referred to being according to edition 1 of the Mackenzie Delta map sheet number 107C of the National Topographical System, produced at a scale of 1:250,000 by the Army Survey Establishment, Royal Canadian Engineers, at Ottawa;

Commencing at the point located at latitude 69°22′50″N and longitude 133°07′00″W;

thence in a northeasterly direction a distance of 2.2 miles more or less to a point located at latitude 69°23′30″N and longitude 133°01′50″W;

thence in a northerly direction a distance of 2.0 miles more or less along the shore of an unnamed bay to a point located on the coast at approximate latitude 69°24′43″N and longitude 133°03′20″W;

thence in a northerly direction a distance of 0.4 miles more or less to a point located on the coast at approximate latitude 69°25′01″N and longitude 133°03′46″W;

thence in a westerly direction a distance of 0.5 miles more or less to a point located at latitude 69°24′57″N and longitude 133°04′54″W;

thence in a northwesterly direction a distance of 0.2 miles more or less to a point located on the coast of Kugmallit Bay on the Beaufort Sea at approximate latitude 69°25′00″N and longitude 133°05′25″W;

thence in a westerly direction a distance of 0.8 miles more or less to a point located at latitude 69°24′58″N and longitude 133°07′20″W;

thence in a southwesterly direction a distance of 2.5 miles more or less to a point located at latitude 69°23′47″N and longitude 133°12′30″W;

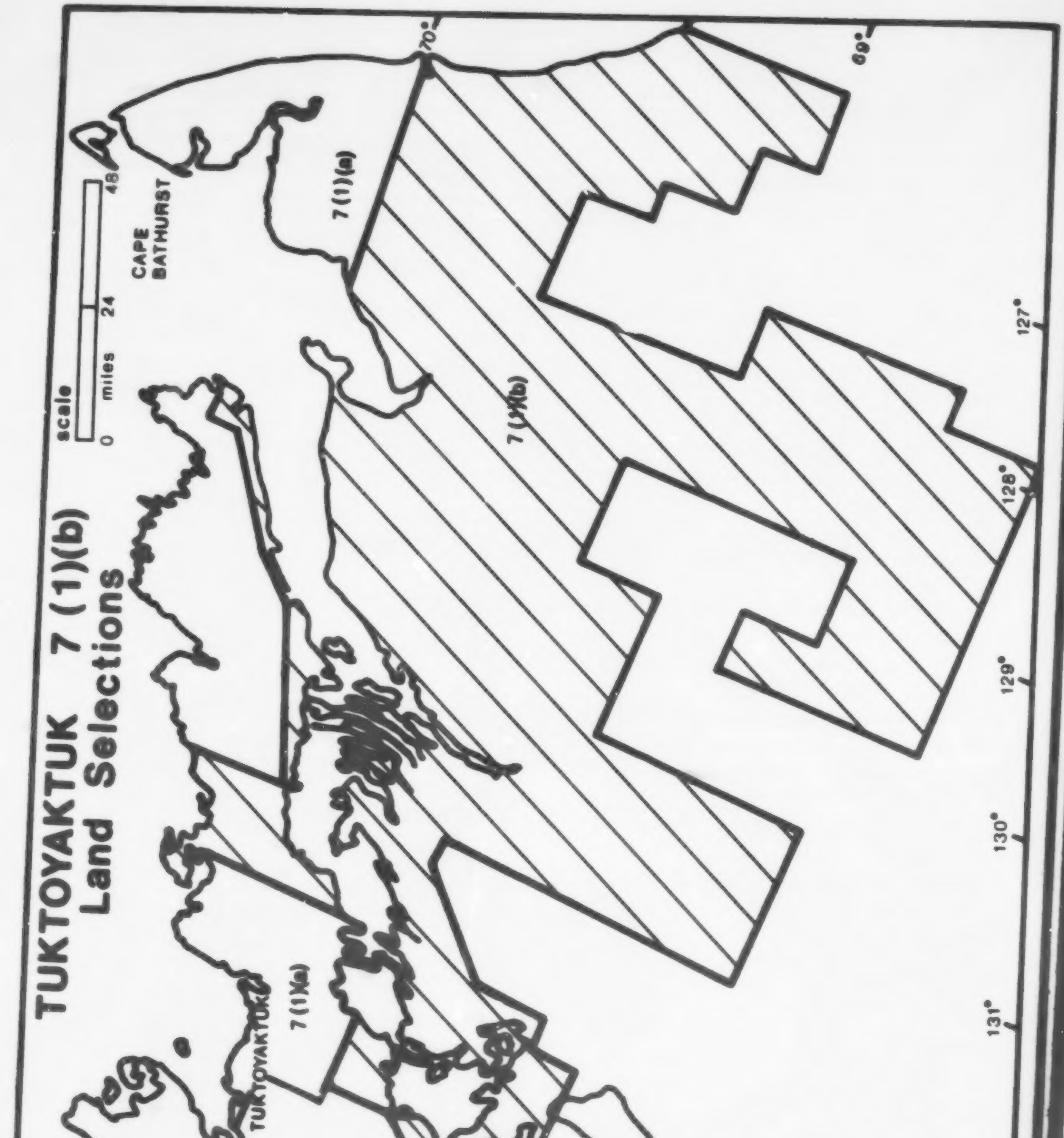
thence in a southeasterly direction a distance of 0.5 miles more or less to a point located at latitude 69°23′30″N and longitude 133°11′22″W;

thence in a southeasterly direction a distance of 1.1 miles more or less to a point located at latitude 69°23′10″N and longitude 133°08′45″W;

thence in a southeasterly direction a distance of 0.8 miles more or less to the point of commencement;

said parcel containing about 6.34 square miles.

ANNEX H-5


TUKTOYAKTUK 7 (1)(b)
Land Selections
scale
0
24
48
miles
CAPE BATHURST
7 (1)(a)
7 (1)(b)
7 (1)(a)
TUKTOYAKTUK
INUVIK
69°
70°
69°
132°
131°
130°
129°
128°
127°

ANNEX H-6

Tuktoyaktuk 7(1)(b) Land

In the Northwest Territories;
in the District of Mackenzie and the District of Franklin;

All that parcel of land more particularly described as follows: all topographic features hereinafter referred to being according to edition 1 of the Simpson Lake map sheet number 97B of the National Topographic System, produced at a scale of 1:250,000 by the Mapping and Charting Establishment, Department of National Defence, at Ottawa; edition 2 of the Franklin Bay map sheet number 97C of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa; edition 3 of the Malloch Hill map sheet number 97F of the National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, Royal Canadian Engineers, at Ottawa, edition 2 of the Crossley Lakes map sheet number 107A of the National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, Royal Canadian Engineers, at Ottawa; edition 2 of the Aklavik map sheet number 107B of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Mines and Technical Surveys, at Ottawa; edition 1 of the Mackenzie Delta map sheet number 107C of the National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, Royal Canadian Engineers, at Ottawa; edition 2 of the Stanton map sheet number 107D of the National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, Royal Canadian Engineers, at Ottawa, and edition 2 of the Cape Dalhousie map sheet number 107E of the National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, Royal Canadian Engineers, at Ottawa;

Commencing at a point being the intersection of latitude 69°10′N with the western shoreline of the Eskimo (Husky) Lakes at approximate longitude 132°51′00″W;

thence westerly along latitude 69°10′N to its intersection with longitude 133°21′W;

thence south along longitude 133°21′W to its intersection with the latitude 69°00′N;

thence in a southwesterly direction to a point being the intersection of latitude 68°50′N and longitude 133°35′W;

thence in a southeasterly direction to a point being the intersection of latitude 68°45′N and longitude 133°27′30″W;

thence in a southeasterly direction to a point being the intersection of latitude 68°43′N and longitude 133°15′W;

thence south along longitude 133°15′W to its intersection with the latitude 68°40′N;

thence easterly along latitude 68°40′N to its intersection with longitude 132°30′W;

thence north along longitude 132°30′W to its intersection with latitude 68°45′N;

thence easterly along latitude 68°45′N to its intersection with longitude 132°15′W;

thence north along longitude 132°15′W to its intersection with the latitude 69°00′N;

thence in a northeasterly direction to a point being the intersection of latitude 69°15′N and longitude 131°45′W;

thence easterly along latitude 69°15′N to its intersection with longitude 131°30′W;

thence south along longitude 131°30′W to its intersection with latitude 68°28′N;

thence easterly along latitude 68°28′N to its intersection with longitude 130°30′W;

thence north along longitude 130°30′W to its intersection with latitude 69°00′N;

thence easterly along latitude 69°00′N to its intersection with longitude 129°30′W;

thence north along longitude 129°30′W to its intersection with latitude 69°12′N;

thence easterly along latitude 69°12′N to its intersection with longitude 128°42′30″W;

thence south along longitude 128°42′30″W to its intersection with latitude 68°36′N;

thence westerly along latitude 68°36′N to its intersection with longitude 129°20′W;

thence north along longitude 129°20′W to its intersection with latitude 68°48′N;

thence westerly along latitude 68°48′N to its intersection with longitude 129°45′W;

thence south along longitude 129°45′W to its intersection with latitude 68°15′N;

thence easterly along latitude 68°15′N to its intersection with longitude 127°45′W;

thence north along longitude 127°45′W to its intersection with latitude 68°30′N;

thence easterly along latitude 68°30′N to its intersection with longitude 127°30′W;

thence north along longitude 127°30′W to its intersection with latitude 69°00′N;

thence westerly along latitude 69°00′N to its intersection with longitude 128°00′W;

thence north along longitude 128°00′W to its intersection with latitude 69°30′N;

thence easterly along latitude 69°30′N to its intersection with longitude 127°15′W;

thence south along longitude 127°15′W to its intersection with latitude 69°21′N;

thence easterly along latitude 69°21′N to its intersection with longitude 127°00′W;

thence south along longitude 127°00′W to its intersection with latitude 69°10′N;

thence easterly along latitude 69°10′N to its intersection with longitude 126°35′W;

thence south along longitude 126°35′W to its intersection with latitude 69°05′N;

thence easterly along latitude 69°05′N to its intersection with longitude 126°20′W;

thence south along longitude 126°20′W to its intersection with latitude 69°00′N;

thence easterly along latitude 69°00′N to its intersection with longitude 126°00′W;

thence northerly to a point being the intersection of longitude 126°00′W with the shoreline of Franklin Bay at approximate latitude 69°25′20″N;

thence in a general northwesterly direction along the shoreline of Franklin Bay, to a point being the intersection for the latitude 69°59′N with the western shoreline of Franklin Bay at approximate longitude 126°53′06″W;

thence westerly to a point being the intersection of latitude 69°59′N with the eastern shoreline of Liverpool Bay at approximate longitude 128°20′32″W;

thence westerly across Liverpool Bay to a point being the intersection of latitude 69°59′N with the western shoreline of Liverpool Bay on the Tuktoyaktuk Peninsula at approximate longitude 129°34′W;

thence in a general northerly and southwesterly direction along the said shoreline of Liverpool Bay to a point being the intersection of the latitude 70°05′20″N with the shoreline of Liverpool Bay at approximate longitude 129°27′30″W;

thence westerly along latitude 70°05′20″N to its intersection with longitude 129°42′W;

thence south along longitude 129°42′W to its intersection with latitude 70°00′N;

thence in a southwesterly direction to a point being the intersection of latitude 69°50′N and longitude 130°25′W;

thence in a southwesterly direction to a point being the intersection of latitude 69°45′N and longitude 130°35′40″W;

thence in a southwesterly direction to a point being the intersection of latitude 69°34'N and longitude 131°42'30"W;

thence north along longitude 131°42'30"W to its intersection with the shoreline of the Beaufort Sea at approximate latitude 69°50'20";

thence in a general southwesterly direction along the shoreline of Beaufort Sea and several unnamed bays to its intersection with latitude 69°40'00"N at approximate longitude 132°20'45"W;

thence easterly along latitude 69°40'00"N to its intersection with longitude 132°17'30"N;

thence south along latitude 132°17'30"W to its intersection with the northern shoreline of the Eskimo (Husky) Lakes at approximate latitude 69°18'40"N;

thence in a general southwesterly direction along the shoreline of the Eskimo (Husky) Lakes to the point of commencement;

INCLUDING

All of the islands lying within the area so described and all of the islands lying in whole or in part within two miles of the above described shorelines;

AND

(Mayogiak)
In the Northwest Territories;
in the District of Mackenzie;
in the Mackenzie Delta;

All that parcel of land more particularly described as follows: all topographic features hereinafter referred to being according to edition 1 of the Mackenzie Delta map sheet number 107C of the National Topographic System, produced at a sale of 1:250,000 by the Army Survey Establishment, Royal Canadian Engineers, at Ottawa;

that parcel of land lying between the latitude 69°26'00"N and the latitude 69°28'00"N and between longitude 132°47'30"W and longitude 132°50'00"W;

and containing about 2.76 square miles.

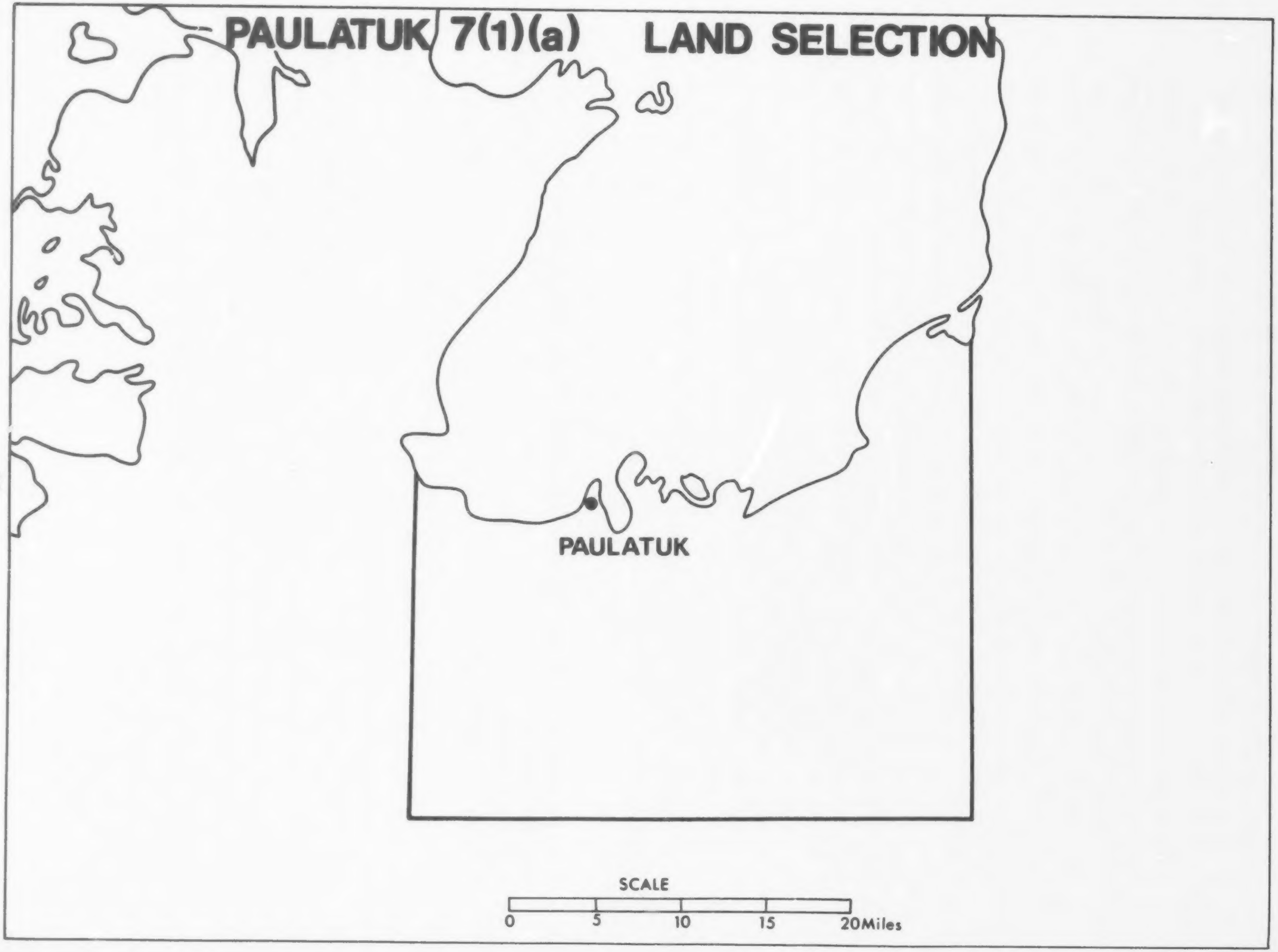
LESS

Firstly, the waters and the bed of Eskimo (Husky) lakes, Liverpool Bay and Wood Bay;

secondly, those islands within the Eskimo (Husky) Lakes forming part of the Tuktoyaktuk 7(1) (a) lands in the vicinity of longitude 132°44'50"W and latitude 69°14'N.

The remainder containing about 10,348 square miles.

ANNEX I



PAULATUK 7(1)(a) LAND SELECTION

PAULATUK
SCALE
0
5
10
15
20Miles

ANNEX I-1

Paulatuk 7(1)(a) Land

In the Northwest Territories;
in the District of Mackenzie and the District of Franklin;
in the vicinity of Paulatuk;

All that parcel being described as follows: topographic features hereinafter referred to being according to edition 2 of the Brock River map sheet number 97D of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa and edition 2 of the Franklin Bay map sheet number 97C of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa;

Commencing at the point of intersection of the shoreline of Argo Bay with longitude 124°30′W at approximate latitude 69°22′10″N;

thence south along longitude 124°30′W to its intersection with latitude 69°04′30″N in Binamé Lake;

thence easterly along latitude 69°04′30″N to its intersection with longitude 123°10′W;

thence north along longitude 123°10′W to its intersection with the shoreline of Brock Lagoon at approximate latitude 69°30′N;

thence in a general westerly direction along the sinuosities of the shoreline of Brock Lagoon, Darnley Bay and Argo Bay to the point of commencement,

including all islands situated in whole or in part within two miles of said shoreline;

LESS

The Community Site of Paulatuk being described as follows:

Commencing at a point on the westerly shoreline of Paulatuk peninsula at latitude 69°21′32″N and approximate longitude 124°04′48″W;

thence southeasterly to a point on the easterly shoreline of Paulatuk peninsula at latitude 69°21′13″N and approximate longitude 124°03′35″W;

thence in a general southerly direction along said shoreline of Paulatuk peninsula to its intersection with latitude 69°20′46″N at approximate longitude 124°03′05″W;

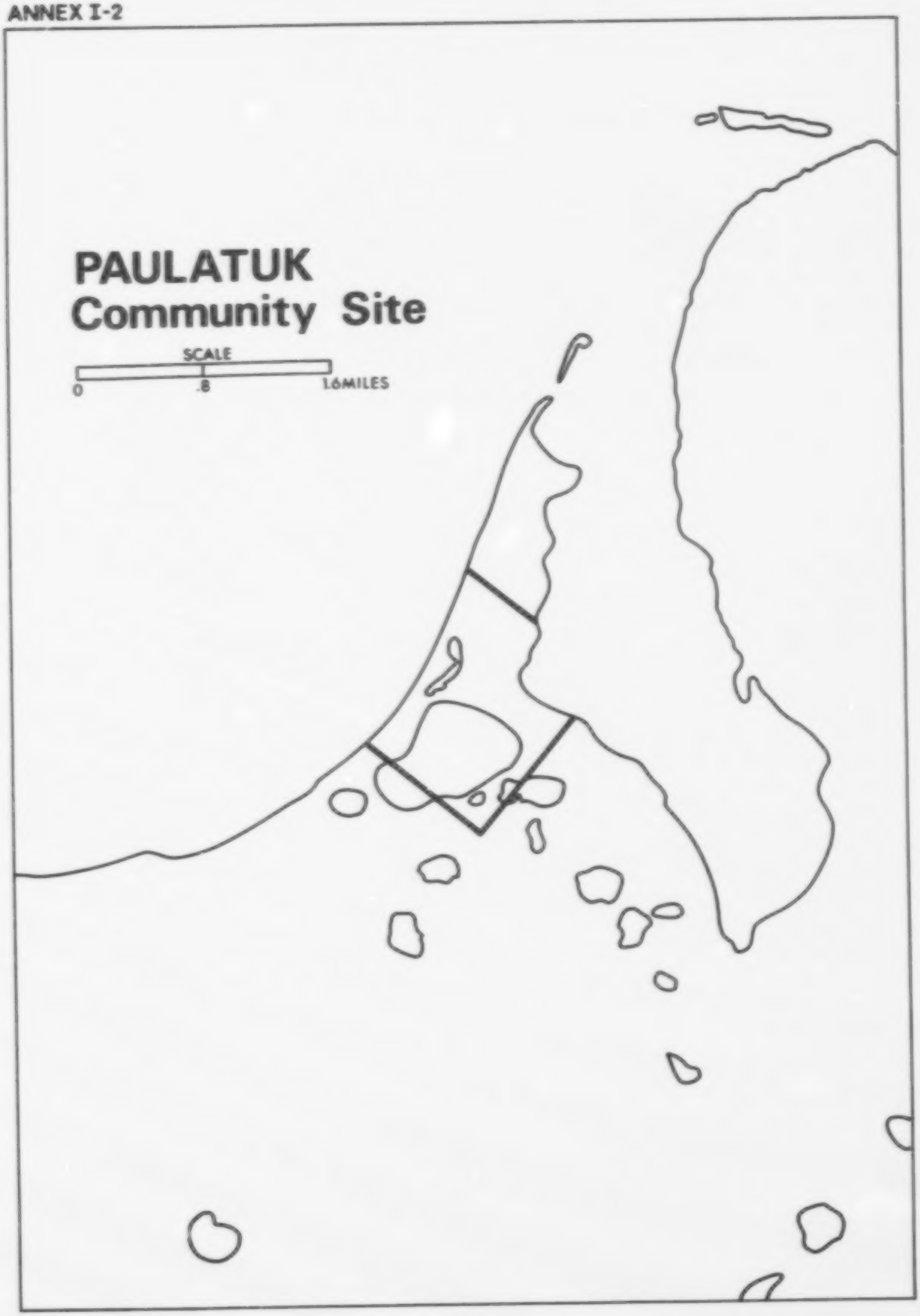
thence in a southwesterly direction to a point having latitude 69°20′06″N and longitude 124°04′32″W;

thence northwesterly to a point on the shoreline of Paulatuk peninsula at latitude 69°20′37″N and approximate longitude 124°06′20″W;

thence in a general northeasterly direction along the sinuosities of the shoreline of Paulatuk peninsula to the point of commencement;

said parcel less the community site of Paulatuk containing about 707 square miles.

ANNEX I-2


PAULATUK
Community Site
SCALE
0
.8
1.6MILES

ANNEX I-3

Paulatuk Community Site

In the Northwest Territories;
in the District of Mackenzie;
on Paulatuk Peninsula;

All that parcel more particularly described as follows: all topographic features hereinafter referred to being according to edition 1 of the Paulatuk map sheet number 97C/8 of the National Topographic System, produced at a scale of 1:50,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa.

Commencing at a point on the westerly shoreline of Paulatuk peninsula at latitude 69°21′32″N and approximate longitude 124°04′48″W;

thence southeasterly to a point on the easterly shoreline of Paulatuk peninsula at latitude 69°21′13″N and approximate longitude 124°03′35″W;

thence in a general southerly direction along said shoreline of Paulatuk peninsula to its intersection with latitude 69°20′46″N at approximate longitude 124°03′05″W;

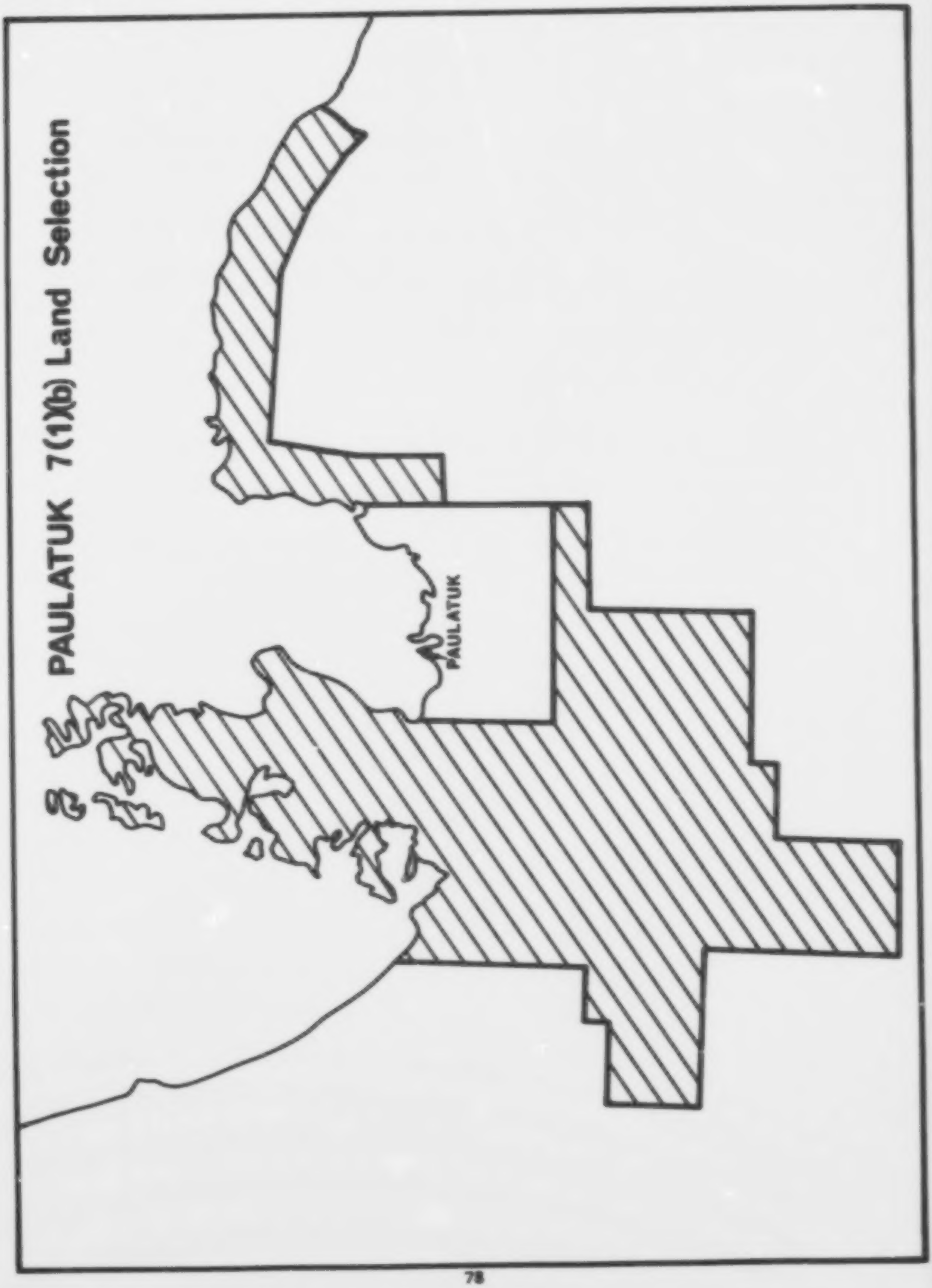
thence in a southwesterly direction to a point having latitude 69°20′06″N and longitude 124°04′32″W;

thence northwesterly to a point on the shoreline of Paulatuk peninsula at latitude 69°20′37″N and approximate longitude 124°06′20″W;

thence in a general northeasterly direction along the shoreline of Paulatuk peninsula to the point of commencement;

said parcel containing about 1 square mile.

ANNEX I- 4



PAULATUK 7(1)(b) Land Selection

ANNEX I-5

Paulatuk 7(1)(b) Land

(Northeast)
In the Northwest Territories;
in the District of Mackenzie and the District of Franklin;
in the vicinity of Melville Hills;

All that parcel of land more particularly described as follows: all topographic features hereinafter referred to, being according to edition 2 of the Brock River map sheet number 97D of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa;

Commencing at a point being the intersection of the shoreline of Amundsen Gulf and the mouth of Outwash River at approximate latitude 69°33′24″N approximate longitude 120°40′51″W;

thence southwesterly along said river to latitude 69°27′46″N at approximate longitude 120°52′00″W;

thence northwesterly along a straight line to its intersection with the Roscoe River and latitude 69°30′32″N at approximate longitude 120°59′14″W;

thence northwesterly along a straight line to latitude 69°36′36″N and longitude 121°22′30″W;

thence northwesterly along a straight line to latitude 69°40′15″N and longitude 121°43′26″W;

thence westerly along a straight line to latitude 69°42′00″N and longitude 122°46′30″W;

thence southerly along a straight line to latitude 69°30′00″N and longitude 122°51′00″W;

thence south along longitude 122°51′00″W to latitude 69°19′00″N;

thence westerly along latitude 69°19′00″N to longitude 123°10′00″W;

thence north along longitude 123°10′00″W to its intersection with the shoreline of Brock Lagoon at approximate latitude 69°30′N;

thence in a general northerly and westerly direction along the shoreline of Brock Lagoon to the shoreline of Darnley Bay;

thence in a general northerly and easterly direction along the sinuosities of the shoreline of Darnley Bay and Amundsen Gulf to the point of commencement,

including all islands situated in whole or in part within two miles of said shoreline,

and containing about 726 square miles;

AND

(Parry Peninsula)
In the Northwest Territories;
in the District of Mackenzie and the District of Franklin;
in the area of Melville Hills;

All that parcel of land more particularly described as follows: all topographical features hereinafter referred to being according to edition 1 of the Erly Lake map sheet number 97A of the National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, Royal Canadian Engineers, at Ottawa; edition 1 of the Simpson Lake map sheet number 97B of the National Topographic System, produced at a scale of 1:250,000 by the Mapping and Charting Establishment, Department of National Defence at Ottawa; edition 2 of the Franklin Bay map sheet number 97C of the National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa; edition 2 of the Brock River map sheet number 97D of the

National Topographic System, produced at a scale of 1:250,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa; edition 3 of the Malloch Hill map sheet number 97F of the National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, Royal Canadian Engineers, at Ottawa;

Commencing at a point being the intersection of the shoreline of Franklin Bay and longitude 126°00′00″W at approximate latitude 69°25′20″N;

thence in a general easterly and northerly direction along the sinuosities of Franklin Bay, Langton Bay and the western shoreline of Parry Peninsula to its most northerly tip at Cape Parry; thence in a general southerly direction along the sinuosities of the eastern shoreline of said peninsula, Darnley Bay and Argo Bay to a point being the intersection of the shoreline of said Argo Bay with longitude 124°30′00″W at approximate latitude 69°22′10″N;

thence south along longitude 124°30′00″W to latitude 69°04′30″N;

thence easterly along latitude 69°04′30″N to longitude 123°10′00″W;

thence south along longitude 123°10′00″W to latitude 69°00′00″N;

thence westerly along latitude 69°00′00″N to longitude 123°50′00″W;

thence south along longitude 123°50′00″W to latitude 68°39′00″N;

thence westerly along latitude 68°39′00″N to longitude 124°45′00″W;

thence south along longitude 124°45′00″W to latitude 68°35′30″N;

thence westerly along latitude 68°35′30″N to longitude 125°12′30″W;

thence south along longitude 125°12′30″W to latitude 68°19′00″N;

thence westerly along latitude 68°19′00″N to longitude 125°52′30″W;

thence north along longitude 125°52′30″W to latitude 68°44′30″N;

thence westerly along latitude 68°44′30″N to longitude 126°47′30″W;

thence north along longitude 126°47′30″W to latitude 68°57′00″N;

thence easterly along latitude 68°57′00″N to longitude 126°20′00″W;

thence north along longitude 126°20′00″W to latitude 69°00′00″N;

thence easterly along latitude 69°00′00″N to longitude 126°00′00″W;

thence north along longitude 126°00′00″W to the point of commencement;

INCLUDING

Booth Islands and all islands situated in whole or in part within two miles of the above described shorelines;

LESS

Clapperton Island and that part of Parry Peninsula more particularly described as follows:

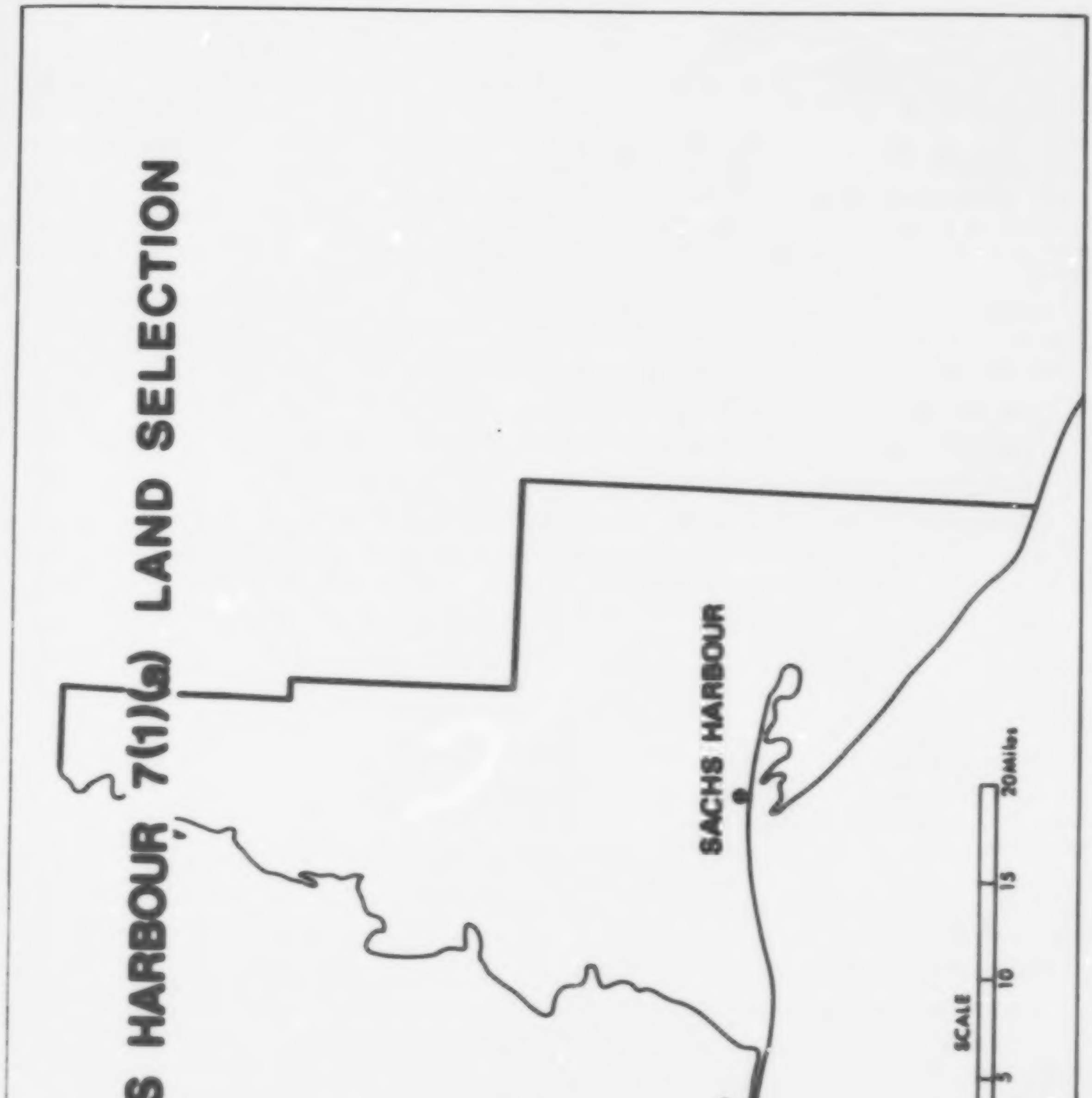
Commencing at a point being the intersection of the shoreline of Franklin Bay (easterly of Booth Islands) and the latitude 70°07′51″N at approximate longitude 124°42′16″W;

thence southeasterly along a straight line to a point being the intersection of the shoreline of an unnamed bay and latitude 70°06′13″N at approximate longitude 124°37′10″W;

thence southwesterly, northerly and northeasterly along the sinuosities of the shoreline of that part of Parry Peninsula to the point of commencement;

the remainder containing about 4,138 square miles.

The lands described in Annex 1-5 comprising 4,864 square miles more or less.



SACHS HARBOUR 7(1)(a) LAND SELECTION

SACHS HARBOUR
SCALE
0
5
10
15
20 Miles

ANNEX J-1

Sachs Harbour 7(1)(a) Land

In the Northwest Territories;
in the District of Franklin;
on Banks Island;

All that parcel more particularly described as follows: all topographic features hereinafter referred to being according to edition 1 of the Sachs Harbour map sheet number 97G of the National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, Royal Canadian Engineers, at Ottawa and edition 1 of the Lennie River map sheet number 98B of the National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, Royal Canadian Engineers, at Ottawa;

Commencing at a point being the intersection of longitude 124°30′W with the shoreline of Banks Island in the area of Thesiger Bay at approximate latitude 71°46′48″N;

thence north along longitude 124°30′W to its intersection with latitude 72°10′N;

thence westerly along latitude 72°10′N to its intersection with longitude 125°00′W;

thence north along longitude 125°00′W to its intersection with latitude 72°20′N;

thence westerly along latitude 72°20′N to its intersection with longitude 125°03′W;

thence north along longitude 125°03′W to its intersection with latitude 72°30′N;

thence westerly along latitude 72°30′N to a point being the intersection of said latitude with the shoreline of Banks Island in the area of the Beaufort Sea at approximate longitude 125°14′52″W;

thence in a general southwesterly, easterly and southeasterly direction along the shoreline of Banks Island to the point of commencement; together with all sand spits and islands situated in whole or in part within two miles of the above mentioned shoreline;

LESS

The Sachs Harbour Community Site, said parcel being described as follows:

Beginning at a Canada Lands Surveys '69 pattern post numbered G1579 27L1 1970 according to Plan 56807 in the Canada Lands Surveys Records at Ottawa, a copy of which is filed in the land Titles Office at Yellowknife as 685;

thence on the bearing 84°12′20″ toward the Canada Lands Surveys '69 pattern post numbered G1579 28L1 1970 according to said plan, a distance of 805 feet to a point, being the point of commencement;

thence 356°30′, a distance of 720 feet to a point;

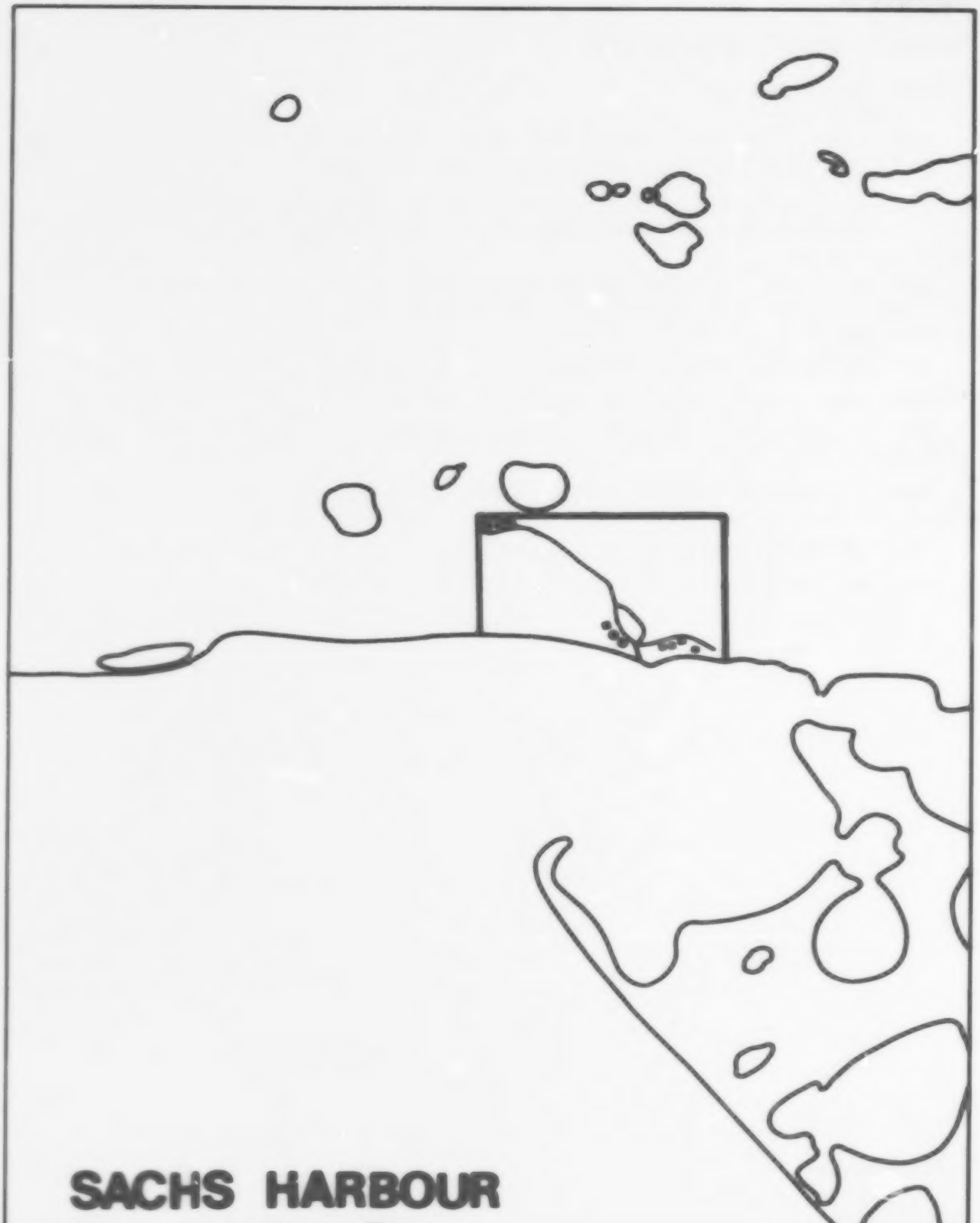
thence 86°30′, a distance of 7,180 feet to a point;

thence on a line bearing 176°30′ to a point being the intersection of that line with the shoreline of Banks Island at Sachs Harbour;

thence in a general westerly direction along the shoreline of Banks Island to a point being the intersection of a line bearing 176°30′ from the point of commencement with the shoreline of Banks Island;

thence 356°30′ on said line to the point of commencement;

the above described parcel less the above described Community Site of Sachs Harbour containing about 700 square miles.



SACHS HARBOUR
Community Site

SCALE
0
.8
1.6MILES

ANNEX J-3

Sachs Harbour Community Site

In the Northwest Territories;
in the District of Franklin;
on Banks Island at approximate latitude 71°59′N, approximate longitude 125°15′W;

All that parcel of land more particularly described as follows:

Beginning at a Canada Lands Surveys ′69 pattern post numbered G1579 27L1 1970 according to Plan 56807 in the Canada Lands Surveys Records at Ottawa, a copy of which is filed in the Land Titles Office at Yellowknife as 685;

thence on the bearing 84°12′20″ toward the Canada Lands Surveys ′69 pattern post numbered G1579 28L1 1970 according to said plan, a distance of 805 feet to a point, being the point of commencement;

thence 356°30′, a distance of 720 feet to a point;

thence 86°30′, a distance of 7,180 feet to a point;

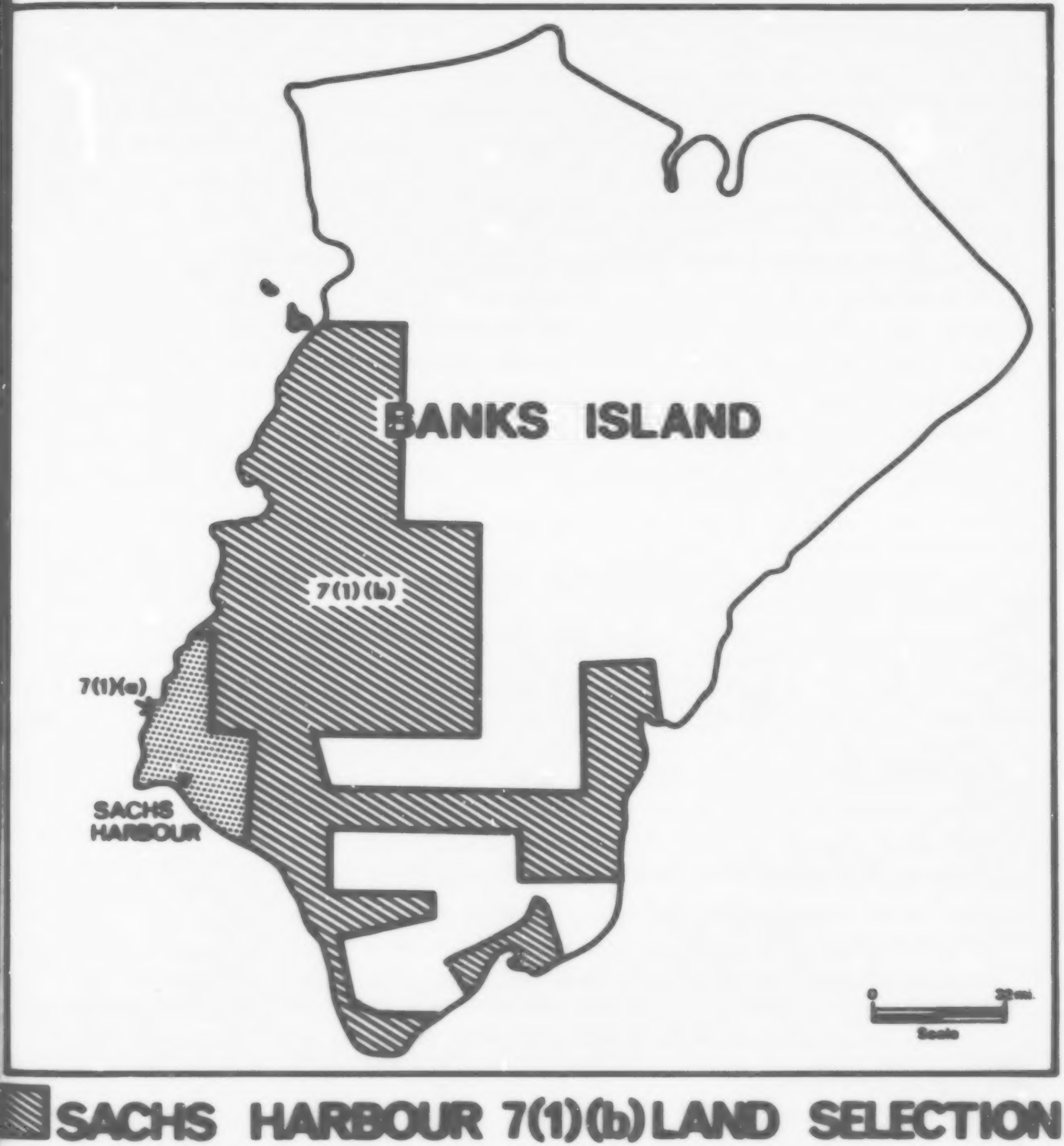
thence on a line bearing 176°30′ to a point being the intersection of that line with the shoreline of Banks Island at Sachs Harbour;

thence in a general westerly direction along the shoreline of Banks Island to a point being the intersection of a line bearing 176°30′ from the point of commencement, with the shoreline of Banks Island;

thence 356°30′ on said line to the point of commencement;

said parcel containing about 1 square mile.

ANNEX J-4


BANKS ISLAND
7(1)(b)
7(1)(a)
SACHS
HARBOUR
0
30 mi.
Scale

▨ SACHS HARBOUR 7(1)(b) LAND SELECTION

ANNEX J-5

Sachs Harbour 7(1)(b) Land

(Main)
In the Northwest Territories;
in the District of Franklin;
on Banks Island;

All that parcel of land, more particularly described as follows: all topographical features hereinafter referred to being according to edition 2 of the Deans Dundas Bay map sheet number 88B; edition 1 of the De Salis Bay map sheet number 97H; edition 1 of the Sachs Harbour map sheet number 97G; edition 1 of the Jesse Harbour map sheet number 98A; edition 1 of the Lennie River map sheet number 98B; edition 1 of the Bernard Island map sheet number 98C and edition 1 of the Bernard River map sheet number 98D, all seven map sheets of the National Topographic System, produced at a scale of 1:250,000 by the Army Survey Establishment, Royal Canadian Engineers, at Ottawa;

Commencing at a point being the intersection of the shoreline of Banks Island in the vicinity of Treadwell Point and latitude 71°41′00″N at approximate longitude 120°22′45″W;

thence westerly along latitude 71°41′00″N to its intersection with longitude 121°30′00″W;

thence north along longitude 121°30′00″W to its intersection with latitude 71°51′30″N;

thence westerly along latitude 71°51′30″N to its intersection with longitude 123°34′00″W;

thence south along longitude 123°34′00″W to its intersection with latitude 71°37′45″N;

thence easterly along latitude 71°37′45″N to its intersection with longitude 122°26′30″N;

thence south along longitude 122°26′30″W to its intersection with latitude 71°33′30″N;

thence southwesterly along a straight line to the horizontal control monument at approximate latitude 71°28′45″N and approximate longitude 123°29′00″W;

thence southeasterly along a straight line to the height of land at approximate latitude 71°22′30″N and approximate longitude 123°21′45″W;

thence southeasterly along a straight line to the height of land at approximate latitude 71°15′30″W and approximate longitude 123°16′30″W;

thence southeasterly along a straight line to the height of land at approximate latitude 71°13′45″N and approximate longitude 123°00′45″W;

thence easterly along a straight line to its intersection with the shoreline of Banks Island at the mouth of the Nelson River at approximate latitude 71°13′15″N and approximate longitude 122°27′00″W;

thence southwesterly and northwesterly along the sinuosities of said shoreline to its intersection with longitude 124°30′00″W at approximate latitude 71°46′48″N;

thence north along longitude 124°30′00″W to its intersection with latitude 72°10′00″N;

thence westerly along latitude 72°10′00″N to its intersection with longitude 125°00′00″W;

thence north along longitude 125°00′00″W to its intersection with latitude 72°20′00″N;

thence westerly along latitude 72°20′00″N to its intersection with longitude 125°03′00″W;

thence north along longitude 125°03′00″W to its intersection with latitude 72°30′00″N;

thence westerly along latitude 72°30′00″N to a point being the intersection of latitude 72°30′00″ with the shoreline of Banks Island in the area of the Beaufort Sea at approximate longitude 125°14′52″;

thence in a general northeasterly direction along the sinuosities of said shoreline to a point being the intersection of said shoreline and the mouth of the Bernard River at the latitude 73°35′30″N and approximate longitude 124°00′30″W;

thence easterly along latitude 73°35'30"N to its intersection with longitude 122°57'45"W;

thence south along longitude 122°57'45"W to its intersection with latitude 72°54'30"N;

thence easterly along latitude 72°54'30"N to its intersection with longitude 122°00'00"W;

thence south along longitude 122°00'00"W to its intersection with latitude 72°11'15"N;

thence westerly along latitude 72°11'15"N to its intersection with longitude 123°50'00"W;

thence southeasterly along a straight line to a point being the intersection of latitude 72°00'00"N and longitude 123°38'00"W;

thence easterly along latitude 72°00'00"N to its intersection with longitude 120°49'30"W;

thence north along longitude 120°49'30"W to its intersection with latitude 72°26'30'N;

thence easterly along latitude 72°26'30"N to its intersection with longitude 120°02'30"W;

thence southeasterly along a straight line to its intersection with the shoreline of Banks Island at the mouth of an unnamed brook flowing into Prince of Wales Strait in the vicinity of Jesse Bay at approximate latitude 72°14'00"N and approximate longitude 119°55'30"W;

thence westerly, northerly and southerly along the sinuosities of the shoreline of Banks Island to the point of commencement;

INCLUDING

Norway Island and Bernard Island in the vicinity of Burnett Bay in the area of the Beaufort Sea;

TOGETHER

with all islands situated in whole or in part within two miles of the above described shorelines,

the whole containing about 6,999 square miles;

AND

(De Salis Bay)
In the Northwest Territories;
in the District of Franklin;
on Banks Island;

All that parcel of land more particularly described as follows: all topographic features hereinafter referred to, being according to edition 1 of the Cape Collinson map sheet number 97H/6; edition 1 of the Cape Cardwell map sheet number 97H/7 and edition 1 of the map sheet number 97H/10, all three map sheets of the National Topographic System, produced at a scale of 1:50,000 by the Surveys and Mapping Branch, Department of Energy, Mines and Resources, at Ottawa;

Commencing at a point being the intersection of the shoreline of Banks Island in the area of Amundsen Gulf and the mouth of Cardwell Brook at approximate latitude 71°25'15"N and approximate longitude 121°05'15"W;

thence northerly along said brook to its confluence with an unnamed brook at approximate latitude 71°35'00"N and approximate longitude 121°12'50"W;

thence southwesterly along said unnamed brook to an unnamed lake at approximate latitude 71°33'50"N and approximate longitude 121°21'00"W;

thence southwesterly along a straight line to the confluence of two unnamed brooks at approximate latitude 71°33'15"N and approximate longitude 121°21'45"W;

thence southwesterly along a straight line to a point on the northern bank of Windrum Lagoon at approximate latitude 71°30'15"N and longitude 121°47'15"W;

thence southwesterly along a straight line to a height of land at approximate latitude 71°26'15"N and approximate longitude 122°16'30"W;

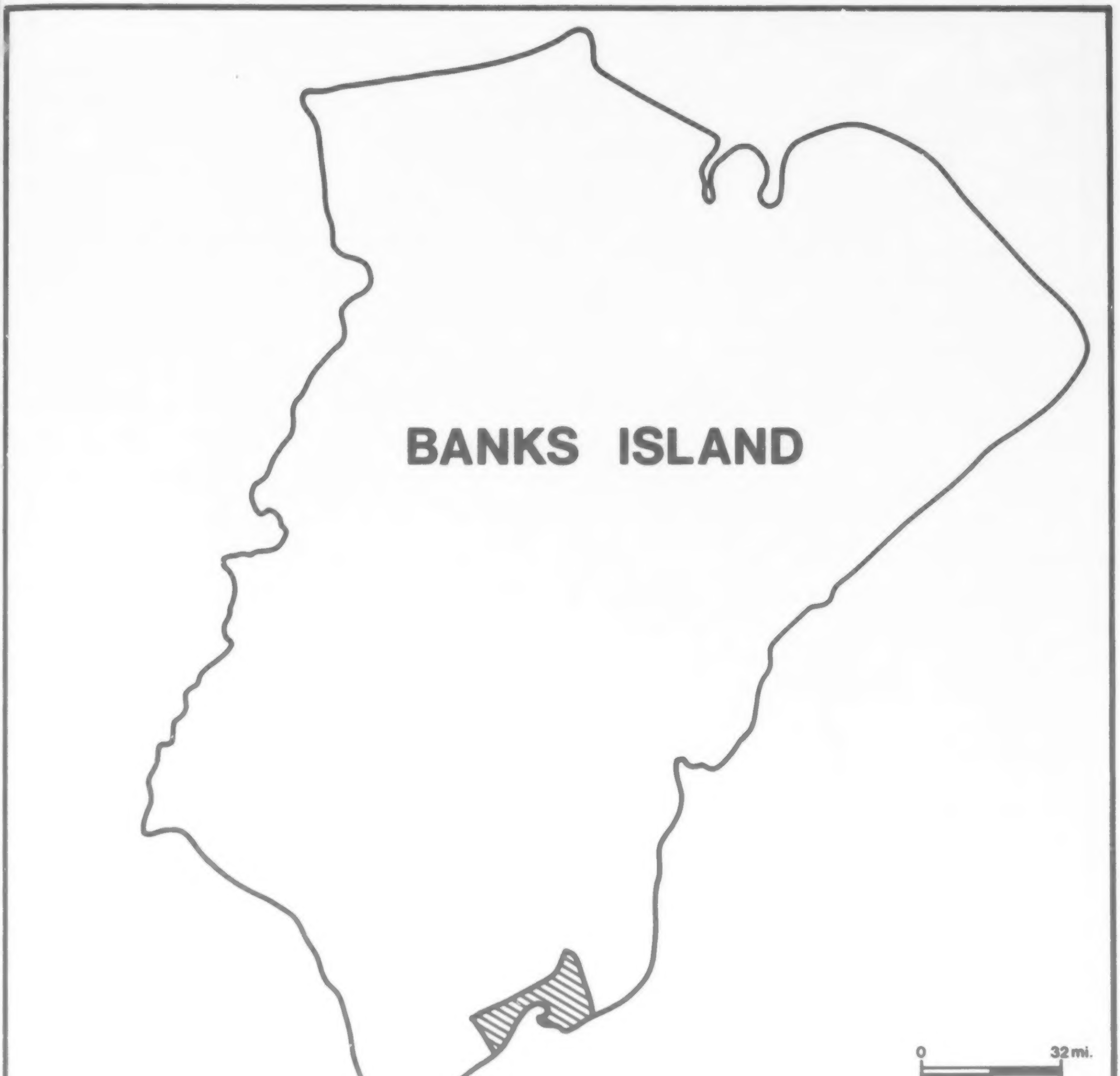
thence southeasterly along a straight line to its intersection with the shoreline of Banks Island at the mouth of an unnamed creek at approximate latitude 71°18'45"N and approximate longitude 122°00'45"W;

thence in a general northeasterly (including Windrum Lagoon), southeasterly (including Kangirkualuk Point) and northeasterly direction along the shoreline of Banks Island to the point of commencement; together with all islands situated in whole or in part within two miles of the above described shoreline;

and containing about 194 square miles.

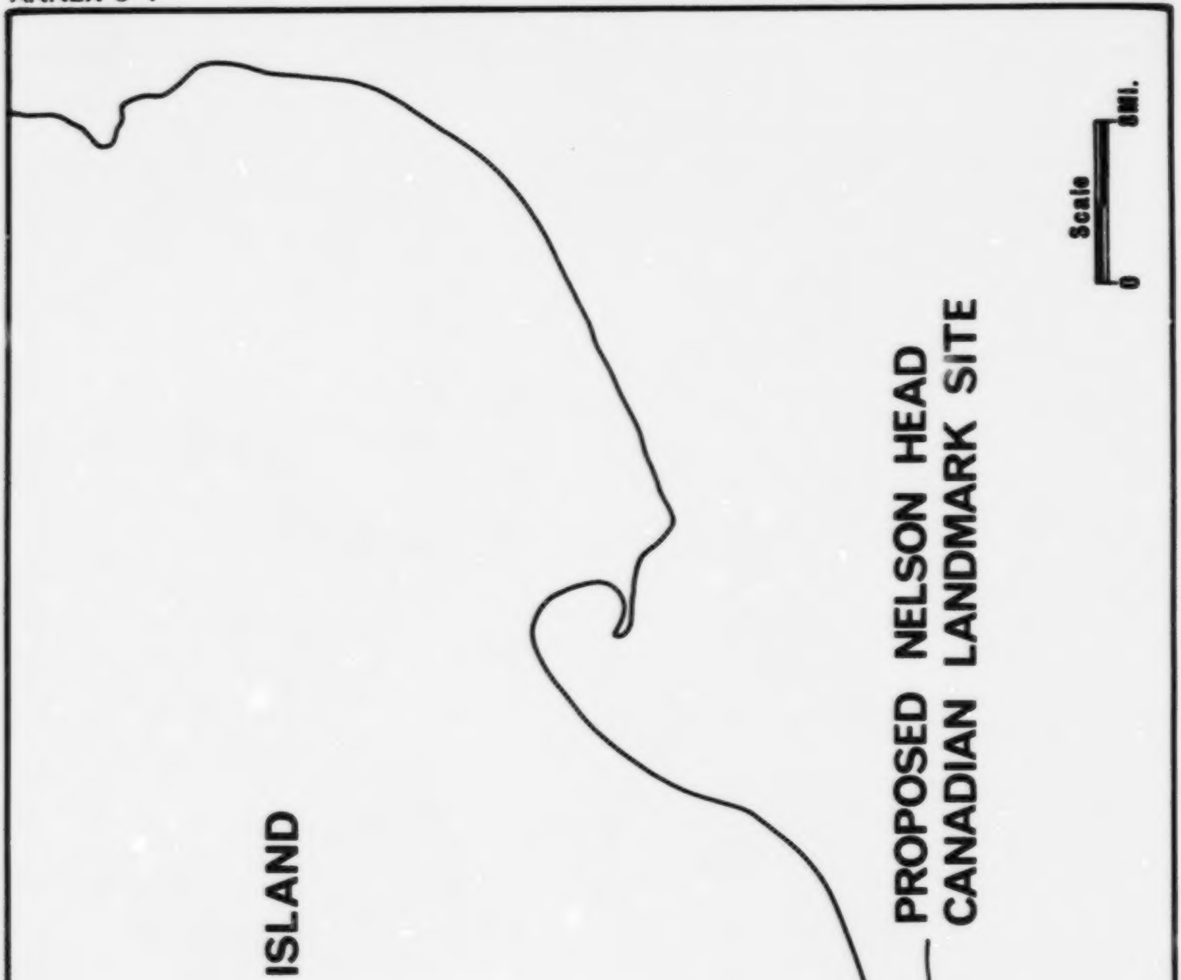
The lands described in Annex J-5 comprising 7193 square miles more or less.

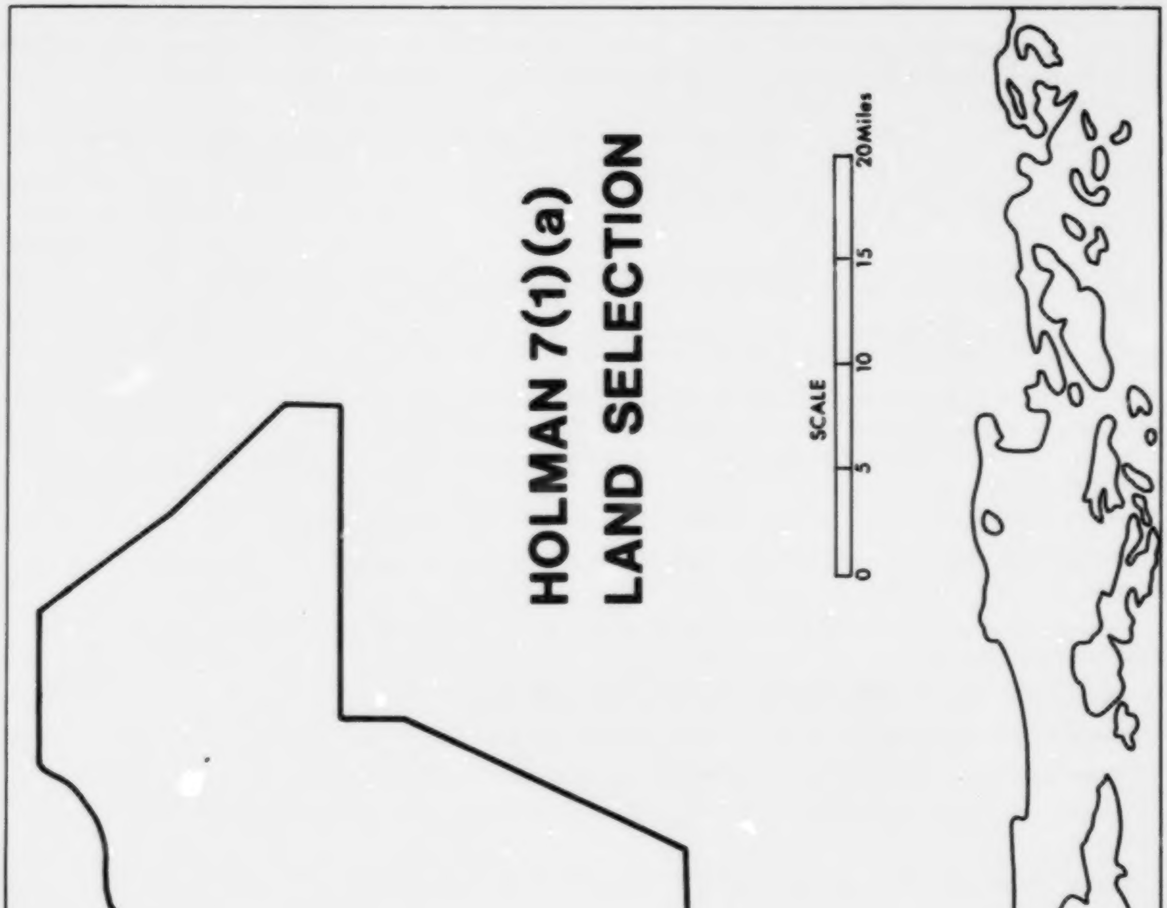
ANNEX J-6


BANKS ISLAND
0
32 mi.
Scale

▨ DeSALIS BAY LAND SELECTION

ANNEX J-7


BANKS ISLAND
PROPOSED NELSON HEAD
CANADIAN LANDMARK SITE
AREA–70 SQ. MILES
Scale
0
8MI.



HOLMAN 7(1)(a) LAND SELECTION

SCALE
0
5
10
15
20 Miles
HOLMAN

ANNEX K-1

Holman 7(1)(a) Land

In the Northwest Territories;
in the District of Franklin;
on Victoria Island;

All those parcels of land on Diamond Jenness Peninsula according to edition 1 of the National Topographic Series Maps of Holman Island — 87F and Walker Bay — 87G, produced at a scale of 1:250,000 by the Army Survey Establishment, R.C.E. at Ottawa, as said parcels may be more particularly described as follows:

Commencing at the point of intersection of longitude 117°49′ with the shoreline of Amundsen Gulf, approximate latitude 70°44′40″;

thence northeasterly in a straight line to the intersection of longitude 117°13′30″ with the shoreline of Minto Inlet at approximate latitude 71°13′;

thence generally northeasterly following the sinuosities of the shoreline of Minto Inlet to a point at the intersection of said shoreline and a latitude determined by producing the latitude west from the height of land at approximate latitude 71°17′30″ and approximate longitude 116°28′50″ the point being at approximate longitude 116°46′30″;

thence easterly along the last aforesaid latitude to the last aforesaid height of land;

thence southeasterly in a straight line to a height of land at approximate latitude 71°12′55″ and approximate longitude 116°19′00″;

thence southeasterly in a straight line to a height of land at approximate latitude 71°07′ and approximate longitude 116°03′;

thence south along longitude 116°03′ to its intersection with latitude 71°05′;

thence westerly along latitude 71°05′ to its intersection with longitude 116°43′30″;

thence south along longitude 116°43′30″ to its intersection with latitude 71°02′;

thence southwesterly in a straight line to the intersection of latitude 70°50′45″ and longitude 117°00′;

thence westerly along latitude 70°50′45″ to its intersection with longitude 117°16′;

thence south along longitude 117°16′ to its intersection with latitude 70°47′30″;

thence westerly along latitude 70°47′30″ to its intersection with the shoreline of an unnamed lake at approximate longitude 117°18′50″;

thence generally westerly and southerly following the sinuosities of the shoreline of said unnamed lake to its intersection with latitude 70°40′;

thence easterly along latitude 70°40′ to its intersection with longitude 117°16′;

thence south along longitude 117°16′ to its intersection with the shoreline of Safety Channel at approximate latitude 70°36′48″;

thence in a general westerly and northwesterly, direction following the sinuosities of the shoreline of Victoria Island to the point of commencement;

and including Holman Island and all other islands situated in whole or in part within two miles of the above described shorelines in Minto Inlet and Amundsen Gulf;

LESS

Holman Community Site being:

That parcel of land on Diamond Jenness Peninsula according to edition 1 of National Topographic Series Map of Holman Island — 87E/19 produced at a scale of 1:50,000 by the Mapping and Charting Establishment, Department of National Defence, Ottawa, as said parcel may be more particularly described as follows:

Commencing at the point of intersection of latitude 70°44′49″ and longitude 117°48′25″;

thence on an azimuth of 87°00′, a distance of 1.28 miles to a point;

thence on an azimuth of 177°00′, a distance of 0.56 miles more or less to the intersection with the shoreline of Kings Bay;

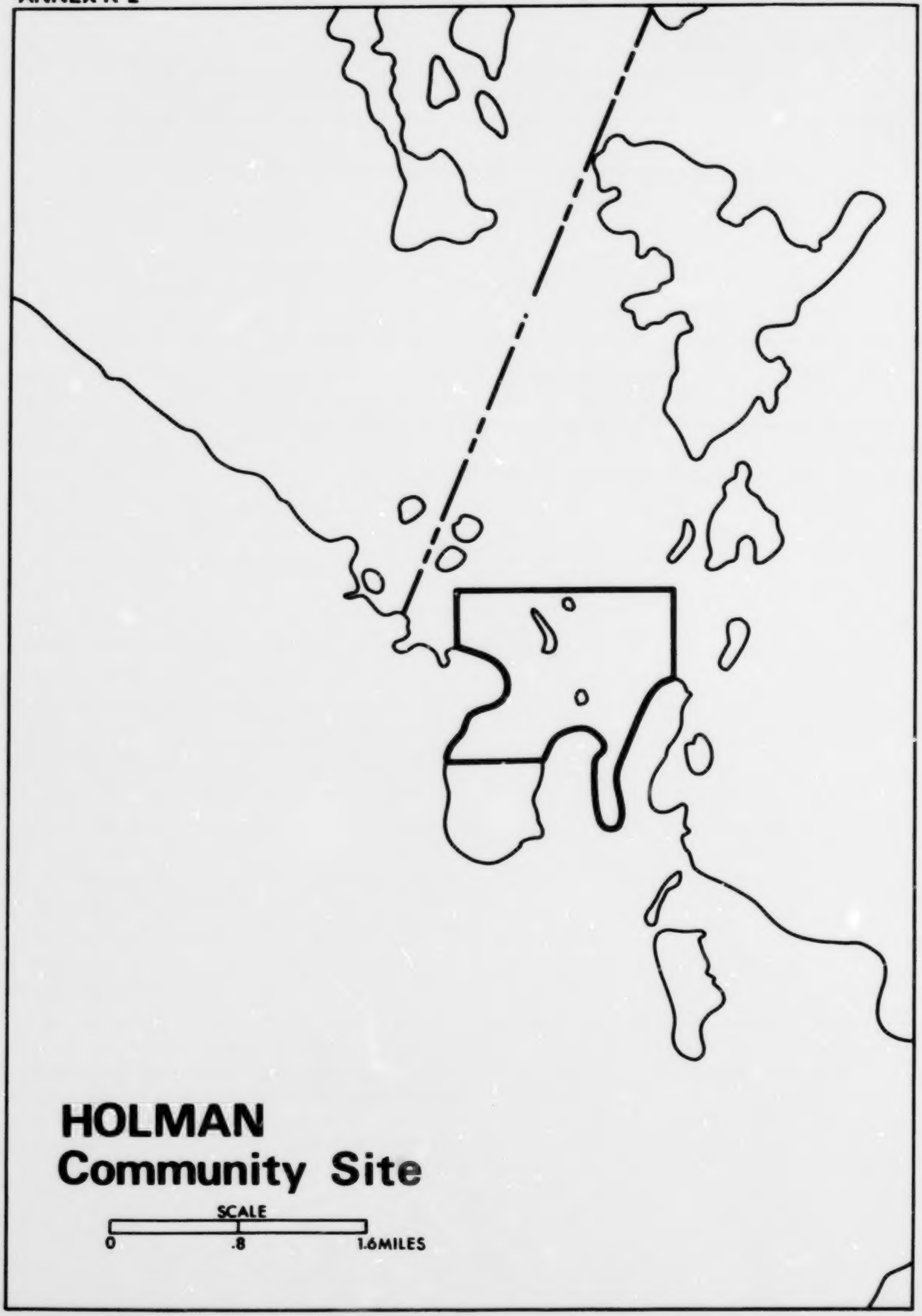
thence southerly, northerly and westerly, following the sinuosities of the shoreline of Kings Bay and Queens Bay to its intersection with latitude 70°43′57″;

thence westerly along latitude 70°43′57″ to its intersection with the shoreline of Amundsen Gulf;

thence northeasterly and northwesterly following the shoreline of Amundsen Gulf and that of Jacks Bay to its intersection with longitude 117°48′25″;

thence north along longitude 117°48′25″ a distance of 0.34 miles more or less to the point of commencement;

the remainder containing about 708 square miles.


HOLMAN
Community Site
SCALE
0
.8
1.6MILES

ANNEX K-3

Holman Community Site

In the Northwest Territories;
in the District of Franklin;
on Victoria Island;

All that parcel of land on Diamond Jenness Peninsula according to edition 1 of the National Topographic Series Maps of Holman Island — 87F/19 produced at a scale of 1:50,000 by the Mapping and Charting Establishment, Department of National Defence, Ottawa, as said parcel may be more particularly described as follows:

Commencing at the point of intersection of latitude 70°44′49″ and longitude 117°48′25″;

thence on an azimuth of 87°00′ a distance of 1.28 miles to a point;

thence on an azimuth of 177°00′ a distance of 0.56 miles more or less to the intersection of the shoreline of Kings Bay;

thence southerly, northerly and westerly following the sinuosities of the shoreline Kings Bay and Queens Bay to its intersection with latitude 70°43′57″;

thence westerly along said latitude 70°43°57″ to its intersection with the shoreline of Amundsen Gulf;

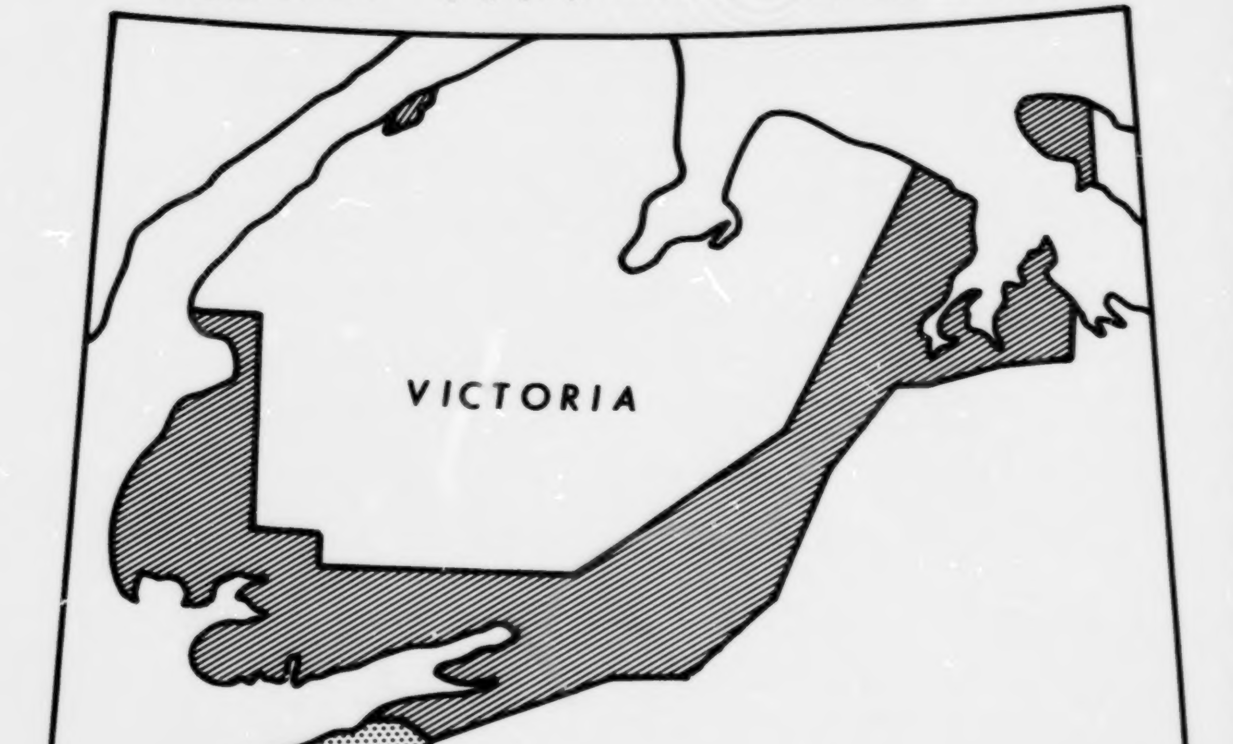
thence northeasterly and northwesterly following the shoreline of Amundsen Gulf and of Jacks Bay to its intersection with longitude 117°48′25″;

thence north along longitude 117°48′25″ a distance of 0.34 miles, more or less to the point of commencement;

said parcel containing about 1 square mile.

ANNEX K-4

HOLMAN 7(1)(b) LAND SELECTION


VICTORIA
ISLAND
7(1)(a)
HOLMAN
0
32mi.
Scale

ANNEX K-5

Holman 7(1)(b) Land

(West Diamond Jenness Peninsula)
In the Northwest Territories;
in the District of Franklin;
on Victoria Island;

All that parcel of land on Diamond Jenness Peninsula according to edition 1 of the National Topographic Series Maps of Holman Island — 87F and Walker Bay — 87G, produced at a scale of 1:250,000 by the Army Survey Establishment, R.C.E. at Ottawa, as said parcel may be more particularly described as follows:

Commencing at the point of intersection of longitude 117°13′30″ and the shoreline of Minto Inlet at approximate latitude 71°13′;

thence southwesterly in a straight line to the intersection of longitude 117°49′ with the shoreline of Amundsen Gulf at approximate latitude 70°44′40″;

thence northwesterly and northeasterly following the sinuosities of the shoreline of Amundsen Gulf and Minto Inlet to the point of commencement;

including all islands situated in whole or in part within two miles of the said shoreline;

said parcel containing about 427 square miles;

AND

(North Prince Albert Sound)
In the Northwest Territories;
in the District of Franklin;
on Victoria Island;

All those parcels of land on Diamond Jenness Peninsula and in Prince Albert Sound according to edition 1 of the National Topographic Series Maps of Holman Island — 87F and Prince Albert Sound — 87E, produced at a scale of 1:250,000 by the Army Survey Establishment, R.C.E. at Ottawa, as said parcels may be more particularly described under *Firstly*, and *Secondly* as follows:

Firstly,

Commencing at the point of intersection of longitude 117°16 with the shoreline of Safely Channel at approximate latitude 70°36′48″;

thence north along longitude 117°16′ to its intersection with latitude 70°40′;

thence westerly along latitude 70°40′ to its intersection with the shoreline of an unnamed lake at approximate longitude 117°22′46″;

thence generally northeasterly, northwesterly and easterly following the sinuosities of the shoreline of said lake to its intersection with latitude 70°43° at approximate longitude 117°18′53″;

thence easterly in a straight line to the intersection of latitude 70°43′40″ and longitude 115°51′40″;

thence south along longitude 115°51′40″ to its intersection with latitude 70°40′40″;

thence easterly in a straight line to the intersection of latitude 70°41′20″ and longitude 115°17′50″;

thence northeasterly in a straight line to the intersection of latitude 70°42′40″ and longitude 114°53′10″;

thence northeasterly in a straight line to the intersection of latitude 70°46′30″ and longitude 114°04′50″;

thence easterly in a straight line to the intersection of latitude 70°46′20″ and longitude 113°37′20″;

thence southeasterly in a straight line to the intersection of latitude 70°42′35″ and longitude 113°00′;

thence south along longitude 113°00′ to intersection with latitude 70°39′45″;

thence southeasterly in a straight line to the intersection of latitude 70°37′05″ and longitude 112°21′10″;

thence south along longitude 112°21′10″ to its intersection with the shoreline of Prince Albert Sound at approximate latitude 70°31′24″;

then generally westerly following the sinuosities of the shoreline of Prince Albert Sound to the point of commencement;

Secondly,

Those islands within the waters of Prince Albert Sound that lie north of latitude 70°23′45″, west of longitude 112°21′10″ and east of a line joining the point of commencement described in *Firstly* and the point of intersection of latitude 70°23′45″ and longitude 117°37′; and including also the Horizon Islets at approximate latitude 70°20′ and approximate longitude 117°21′;

said parcels containing together about 821 square miles;

AND

(Southeast Prince Albert Sound)
In the Northwest Territories;
in the District of Franklin;
on Victoria Island;

All those parcels of lands on Wollaston Peninsula Victoria Island and in Prince Albert Sound according to edition 1 of the National Topographic Series Maps of Prince Albert Sound — 87E and Kagloryuak River — 77F, produced at a scale of 1:250,000 by the Army Survey Establishment, R.C.E. at Ottawa, as said parcels may be more particularly described under *Firstly* and *Secondly* as follows:

Firstly,

Commencing at the point of intersection of longitude 113°36′30″ with the shoreline of Prince Albert Sound at approximate latitude 70°16′00″;

thence generally easterly and westerly following the sinuosities of the shoreline of Prince Albert Sound to its intersection with latitude 70°23′45″ at approximate longitude 111°57′45″;

thence easterly along latitude 70°23′45″ to its intersection with longitude 111°22′30″;

thence south along longitude 111°22′30″ to its intersection with latitude 70°09′30″;

thence westerly along latitude 70°09′30″ to its intersection with longitude 113°36′30″;

thence northerly in a straight line to the point of commencement;

Secondly,

Those islands within the waters of Prince Albert Sound that lie south of latitude 70°23′45″ and east of longitude 113°36′30″;

said parcels containing together about 462 square miles;

AND

(Tahiryuak Lake)
In the Northwest Territories;
in the District of Franklin;
on Victoria Island;

All that parcel of land on Victoria Island according to edition 1 of the National Topographic Series Maps of Prince Albert Sound — 87E and Kagloryuak River — 77F, produced at a scale of 1:250,000 by the Army Survey Establishment, R.C.E. at Ottawa, as said parcel may be more particularly described as follows:

Commencing at the point of intersection of longitude 111°57′30″ with the shoreline of Tahiryuak Lake at approximate latitude 70°52′40″;

thence south along longitude 111°57′30″ to its intersection with latitude 70°49′10″;

thence westerly along latitude 70°49′10″ to its intersection with longitude 112°17′00″;

thence north along longitude 112°17′00″ to its intersection with the shoreline of an unnamed lake at approximate latitude 70°52′45″;

thence generally northerly and following the sinuosities of the easterly shoreline of said lake to its intersection with longitude 112°18′35″ at approximate latitude 70°54°24″;

thence north along longitude 112°18′35″ to its intersection with the shoreline of Tahiryuak Lake at approximate latitude 70°56′07″;

thence northeasterly, northwesterly, easterly and generally southeasterly following the sinuosities of the shoreline of said lake to the point of commencement;

said parcel containing about 43 square miles;

AND

(Quunnguq Lake)
In the Northwest Territories;
in the District of Franklin;
on Victoria Island;

All those parcels of Lands on Wollaston Peninsula according to edition 1 of the National Topographic Series Map of Read Island — 87D, produced at a scale of 1:250,000 by the Army Survey Establishment, R.C.E. at Ottawa, as said parcels may be more particularly described under *Firstly* and *Secondly* as follows:

Firstly,

Commencing at the point of intersection of longitude 112°39′ and the shoreline of Quunnguq Lake at approximate latitude 69°51′;

thence south along longitude of 112°39′ to its intersection with latitude 69°50′00″;

thence westerly along latitude 69°50′00′ to its intersection with longitude 112°53′;

thence north along longitude 112°53′ to its intersection with latitude 70°00′ thence easterly along latitude 70°00′ to its intersection with longitude 112°30′;

thence south along longitude 112°30′ to its intersection with the shoreline of said lake at approximate latitude 69°58′;

thence generally westerly, southerly and easterly, following the sinuosities of the shoreline of said lake to the point of commencement;

Secondly,

Commencing at the point of intersection of longitude 112°30′ with the shoreline of said lake at approximate latitude 69°54′50″;

thence south along longitude 112°30′ to its intersection with the shoreline of said lake at approximate latitude 69°54′00″;

thence generally westerly and easterly following the sinuosities of the shoreline of said lake to the point of commencement;

said parcels containing together about 54 square miles;

AND

(Wollaston Peninsula)
In the Northwest Territories;
in the District of Franklin;
on Victoria Island;

All that parcel of land on Wollaston Peninsula according to edition 1 of the National Topographic Series Maps of Penny Bay — 87C, Holman Island — 87F and Prince Albert Sound — 87E, produced at a scale of 1:250,000 by the Army Survey Establishment, R.C.E. at Ottawa, as said parcel may be more particularly described as follows:

Commencing at the point of intersection of the northerly bank of Kugaluk River and the shoreline of Penny Bay, in Amundsen Gulf;

thence generally northwesterly and northeasterly following the sinuosities of the shoreline of Penny Bay, Amundsen Gulf and Prince Albert Sound to its intersection with an unnamed creek at approximate latitude 70°14′15″ and approximate longitude 115°44′54″;

thence southerly, following said creek to its intersection with latitude 70°09′40″ at approximate longitude 115°42′00″;

thence southwesterly in a straight line to the intersection of latitude 70°07′10″ and longitude 116°12′50″;

thence southwesterly in a straight line to the intersection of latitude 70°03′50″ and longitude 116°42′10″;

thence southwesterly in a straight line to the intersection of latitude 70°00′30″ and longitude 117°06′45″;

thence southerly in a straight line to the intersection of latitude 69°53′20″ and longitude 117°08′40″;

thence southeasterly in a straight line to the intersection of the northerly bank of Kugaluk River and longitude 116°37′50″, at approximate latitude 69°38′;

thence generally westerly following said northerly bank to the point of commencement;

including Bell Island and all islands which are situated in whole or in part within two miles of the above described shoreline;

said parcel containing about 375 square miles;

AND

(Prince of Wales Strait)
In the Northwest Territories;
in the District of Franklin;
on Victoria Island;

All that parcel of land on Prince Albert Peninsula according to edition 2 of the National Topographic Series Maps of Deans Dundas Bay — 88B and White Sand Creek — 88C produced at a scale of 1:250,000 by the Army Survey Establishment, R.C.E. at Ottawa, as said parcel may be more particularly described as follows:

Commencing at a point on the southeasterly shore of Prince of Wales Strait at the mouth of an unnamed creek at approxiate longitude 116°19′ and approximate latitude 73°05′00″;

thence easterly and southerly following the said creek to a fork at approximate latitude 72°59′20″ and approximate longitude 116°25′00″;

thence southwesterly along a straight line to a fork of two unnamed creeks at approximate latitude 72°58′30″ and approximate longitude 116°32′00″;

thence generally southerly and westerly following an unnamed creek to its beginning at the east end of an unnamed lake at approximate latitude 72°56′30″ and approximate longitude 116°44′;

thence westerly and northeasterly following the shoreline of said lake to the most northerly point on the shore of said lake;

thence on an azimuth of 45°00′ in a straight line to its intersection with an unnamed creek at approximate latitude 72°58′ and approximate longitude 116°42′;

thence northerly following said creek to the shoreline of Prince of Wales Strait at approximate latitude 73°00′15″ and approximate longitude 116°45′20″;

thence northeasterly following the shoreline of said strait to the point of commencement;

including all islands situated in whole or in part within two miles of said shoreline;

said parcel containing about 38 square miles;

AND

(Minto Inlet — Wynniatt Bay)
In the Northwest Territories;
in the District of Franklin;
on Victoria Island;

All those parcels of lands on Natkusiak Peninsula, Prince Albert Peninsula, Victoria Island and in Amundsen Gulf, Walker Bay, Minto Inlet, Glenelg Bay and Wynniatt Bay according to edition 1 of the National Topographic Series Maps of Walker Bay — 87G, Deans Dundas Bay — 88B, Saneraun Hills — 87H, Richard Collinson Inlet — 88A and Wynniatt Bay — 78B produced at a scale of 1:250,000 by the Army Survey Establishment, R.C.E. at Ottawa, as said parcels may be more particularly described under *Firstly* and *Secondly* as follows:

Firstly,

Commencing at the point of intersection of latitude 72°24′30″ and the shoreline of Prince of Wales Strait at approximate longitude 118°32′40″;

thence easterly along latitude 72°24′30″ to its intersection with longitude 117°53′00″;

thence south along longitude 117°53′00″ to its intersection with latitude 71°48′00″;

thence easterly along latitude 71°48′00″ to its intersection with longitude 117°14′00″;

thence south along longitude 117°14′00″ to its intersection with latitude 71°43′00″;

thence easterly in a straight line to the intersection of latitude 71°42′45″ and longitude 114°54′30″;

thence northeasterly in a straight line to the intersection of latitude 72°05'20" and longitude 113°01'45";

thence northeasterly in a straight line to the intersection with the shoreline of Wynniatt Bay and latitude 72°48'50" at approximate longitude 111°40'44";

thence generally southerly, northeasterly and southeasterly following the sinuosities of the shoreline of Wynniatt Bay, Glenelg Bay and an unnamed Inlet to its intersection with longitude 110°19'30" at approximate latitude 72°26'04";

thence south along longitude 110°19'30" to its intersection with latitude 72°15'40";

thence westerly in a straight line to a survey monument at approximate latitude 72°16'00" and approximate longitude 110°57'43";

thence southwesterly in a straight line to a height of land at approximate latitude 72°13'05" and approximate longitude 111°40'40";

thence westerly in a straight line to a height of land at approximate latitude 72°13'10" and approximate longitude 112°00';

thence southwesterly in a straight line to the most easterly point of an unnamed lake at approximate latitude 72°01'15" and approximate longitude 112°36'20";

thence southwesterly in a straight line to a height of land at approximate latitude 71°38'20" and approximate longitude 113°08'30";

thence southwesterly in a straight line to the mouth of an unnamed creek entering an unnamed lake at approximate latitude 71°25'00" and approximate longitude 113°57'00";

thence westerly in a straight line to a height of land at approximate latitude 71°25'40" and approximate longitude 114°34'00";

thence southwesterly in a straight line to a height of land at approximate latitude 71°12'55" and approximate longitude 116°19'00";

thence northwesterly in a straight line to a height of land at approximate latitude 71°17'30" and approximate longitude 116°28'50";

thence westerly along the last aforesaid latitude to its intersection of the shoreline of Minto Inlet at approximate longitude 116°46'30";

thence generally northeasterly, southwesterly, northwesterly and northerly, following the sinuosities of the shoreline of Minto Inlet, Boot Inlet, Fish Bay, Goose Bay, Amundsen Gulf, Walker Bay, Prince of Wales Strait and Deans Dundas Bay to the point of commencement;

and including all islands lying within Minto Inlet, Boot Inlet, Walker Bay, Glenelg Bay, Wynniatt Bay, and including Ramsay Island at approximate latitude 71°33'00" and approximate longitude 119°07'00"; and including all other islands situated in whole or in part within two miles of the above described shoreline;

Secondly,

That parcel of land on Natkusiak Peninsula which may be more particularly described as follows:

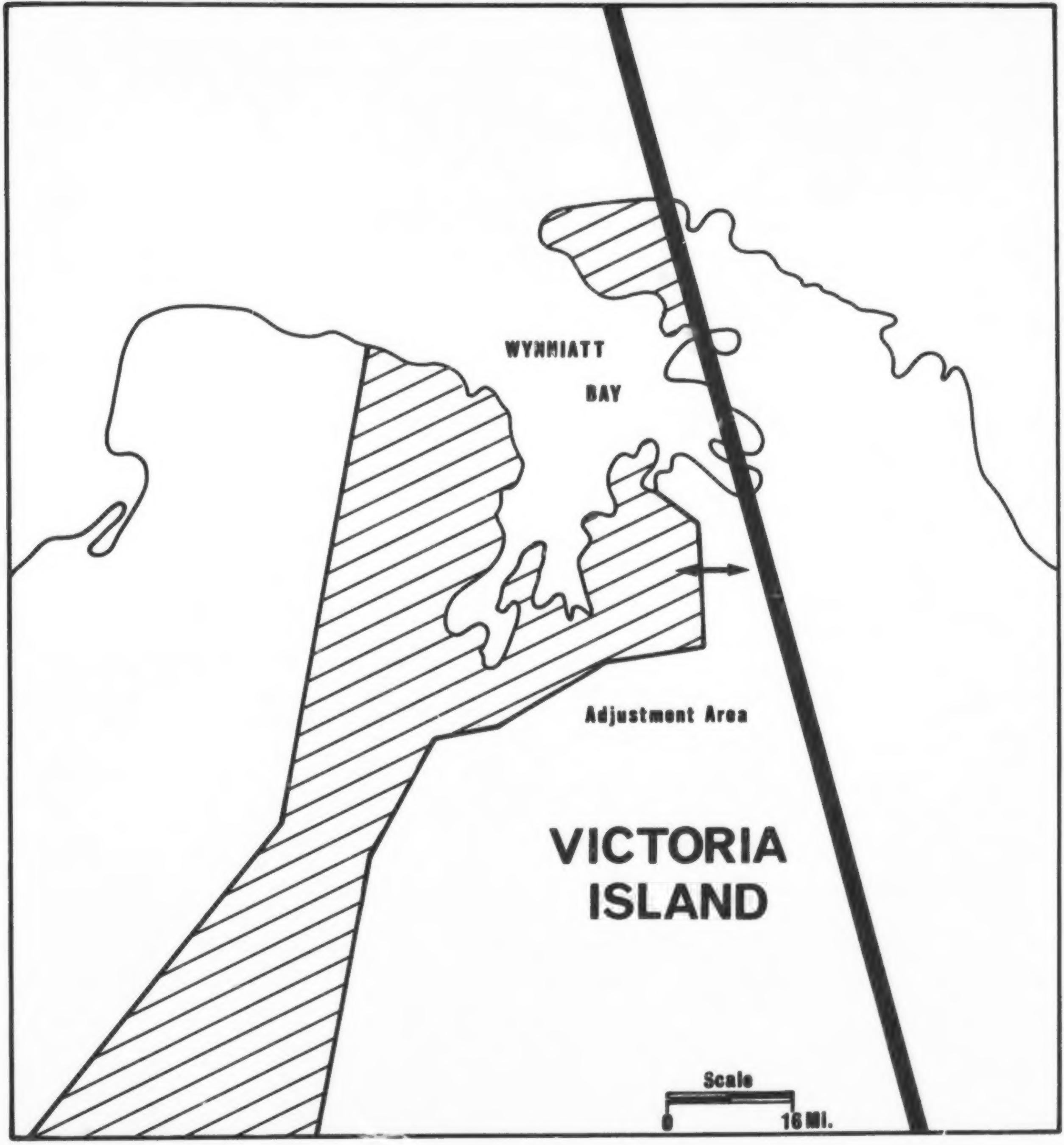
Commencing at the point of intersection of longitude 110°00'00" with the shoreline of Hadley Bay at approximate latitude 72°58'45";

thence south along longitude 110°00'00" to its intersection with the shoreline of Wynniatt Bay at approximate latitude 72°45'00";

thence southwesterly, northeasterly, northerly, northwesterly and easterly following the sinuosities of the shoreline of Wynniatt Bay and Hadley Bay to the point of commencement;

said parcels containing about 5,319 square miles.

The lands described in Annex K-5 comprising 7,539 square miles more or less.


WYNNIATT
BAY
Adjustment Area
VICTORIA
ISLAND
Scale
0
16 MI.

WYNNIATT REGION ADJUSTMENT AREA

■ EASTERN BOUNDARY OF INUVIALUIT SETTLEMENT REGION

▨ INUVIALUIT LAND SELECTIONS

ANNEX L

Porcupine Caribou Management Agreement

The Porcupine Caribou Management Agreement, when complete, will be incorporated by reference into the completed or ongoing COPE, CYI and Dene/Metis Settlement agreements respectively.

ANNEX M

Definition of Minerals Relating to 7(1)(b) Title

"Mineral" means precious and base metals and other naturally occurring substances that can be mined but does not include coal, petroleum and related hydrocarbons, native sulphur, construction stone, carving stone, limestone, soapstone, marble, gypsum, shale, clay, sand, gravel, volcanic ash, earth, soil and diatomaceous earth, ochre, marl or peat or other substances regulated by regulations, other than the *Canada Mining Regulations* made pursuant to the *Public Lands Grants Act* or the *Territorial Lands Act*.

ANNEX N

Financial Compensation

The schedule of capital transfer payments shall be: an initial payment of $12 million on December 31, 1984; three annual payments of $1 million, from December 31, 1985 to December 31, 1987; five annual payments of $5 million from December 31, 1988 to December 31, 1992; four annual payments of $20 million from December 31, 1993 to December 31, 1996; and a final payment on December 31, 1997 of $32 million. All payments are to be made on the last business day prior to December 31 of the respective year.

ANNEX O

Schedule of Maximum Amounts Permitted to be Outstanding

	$Millions
January 1, 1985 — December 31, 1985	65.077
January 1, 1986 — December 31, 1986	69.387
January 1, 1987 — December 31, 1987	74.049
January 1, 1988 — December 31, 1988	79.091
January 1, 1989 — December 31, 1989	80.543
January 1, 1990 — December 31, 1990	82.112
January 1, 1991 — December 31, 1991	83.809
January 1, 1992 — December 31, 1992	85.652
January 1, 1993 — December 31, 1993	87.641
January 1, 1994 — December 31, 1994	74.777
January 1, 1995 — December 31, 1995	60.896
January 1, 1996 — December 31, 1996	45.863
January 1, 1997 — December 31, 1997	29.611
January 1, 1998 — December 31, 1998	0

ANNEX P

Existing Subsurface Rights on Inuvialuit Lands Dispositions under Canada Oil and Gas Act

REPRESENTATIVE OF INTEREST OWNER	EXPLORATION AGREEMENT NO.	EXPIRY DATE	LOCATION
Shell Canada Resources Limited	221	Sept. 5, 1987	Aklavik 7(1)(a) Annex F-1 East portion of block
Shell Canada Resources Limited	222	Sept. 5, 1987	Aklavik 7(1)(b) Annex F-2 North and East of 7(1)(a) block
Gulf Canada Resources Inc.	224	Sept. 5, 1987	Inuvik 7(1)(a) Annex G-1 Most of block
Esso Resources Canada Ltd.	101	June 1, 1987	Inuvik 7(1)(b) Annex G-2 NW of 7(1)(a) block
Shell Canada Resources Ltd.	222	Sept. 5, 1987	W of 7(1)(a) block
Gulf Canada Resources Inc.	225	Sept. 5, 1987	N and W of 7(1)(a) block
Esso Resources Canada Ltd.	102	June 1, 1987	Tuktoyaktuk 7(1)(a) Annexes H-1, H-3, H-4 All of block
Suncor Inc.	211	March 4, 1988	Hendrickson Island
Petro-Canada Inc.	212	Sept. 1, 1988	Tuktoyaktuk 7(1)(b) Annex H-6, South of Franklin Bay
Esso Resources Canada Ltd.	101	June 1, 1987	South of Tuktoyaktuk 7(1)(a) block
Esso Resources Canada Ltd.	102	June 1, 1987	South of Tuktoyaktuk 7(1)(a) block
Esso Resources Canada Ltd.	103	June 1, 1987	North of Liverpool Bay
Esso Resources Canada Ltd.	106	June 1, 1987	Warren Point
Gulf Canada Resources Inc.	225	Sept. 5, 1987	East of Parsons Lake
Chevron Canada Ltd.	227	Sept. 5, 1987	Char Point
Petro-Canada Inc.	212	Sept. 1, 1988	Paulatuk 7(1)(b) Annex I-5 South of Franklin Bay

Dispositions under Canada Mining Regulations

REPRESENTATIVE OF INTEREST OWNER	LICENCE NO.	EXPIRY DATE	LOCATION
Petro-Canada Exploration Inc.	156	April 27, 1984	N.T.S. 117-A-9 (Aklavik 7(1)(a) and 7(1)(b))

REPRESENTATIVE OF INTEREST OWNER	PERMIT NO.	EXPIRY DATE	LOCATION
Panarctic Oil Ltd.	975	Jan. 31, 1988	N.T.S. 78-B-4 (Holman 7(1)(b))

ANNEX Q

Existing Surface Rights on Inuvialuit Lands

LESSEE	LEASE #/EXPIRY DATE	LOCATION/MAP
1. Northwestel	3599/31-12-85	S. of Paulatuk 7(1)(a) 97C/8-4
2. Richard White	3410/30-05-86	Ya Ya Lake 7(1)(b) 107C/3-8

ANNEX R

Existing Government Reservations on Inuvialuit Lands

DEPARTMENT	PURPOSE	LOCATION
1. GNWT	Airport — Transferred to Commissioner OIC PC 1979-3019	Holman Island 7(1)(a) 87F/15-1
2. DOE	Arctic Seal Research Program	Brown's Harbour 7(1)(b) 97F/1-2
3. DND	DEW Line Site	Cape Parry 7(1)(b) 97F/1-5
4. DOE	Stream Gauging Station	S. Shore Big River 7(1)(b) 98A/5-1
5. DOT	Navigational Aid	M. 993.3 Mackenzie River 7(1)(a) 107B/6-1
6. DOT	Buoy Cache Site	Mi.1006 Mackenzie River 7(1)(a) 107B/11-1
7. DOT	Buoy Cache Site	Mi.1025 Mackenzie River 7(1)(a) 107B/14
8. DIAND	NCPC Right of Way	Inuvik to Tuktoyaktuk 7(1)(a) and (b) 107B/15-3
9. DIAND	Inuvik Research Lab	YaYa Lake 7(1)(a) and (b) 107C/3-9
10. DEMR	Involuted Hill Test Site	Tuktoyaktuk Peninsula 7(1)(a) 107C/8-1
11. DOE	CWS Landing and Laboratory	Anderson River Delta 7(1)(b) 107C/9-2
12. DOT	Navigational Aid	Tuktoyaktuk (7)(a) Lot 6, Group 1455 107C/9-4
13. DOT	Navigational Aids	Tuktoyaktuk 7(1)(a) Lots 2,3,4,5 Group 1 107C/9
14. DIAND	DND DEW Line Site (inactive)	Malloch Hill 7(1)(a) 70°01′ — 126°58′
15. DND	DEW Line Site	Nicholson Peninsula 7(1)(b) 107D/16-2
16. DOE	Water Survey of Canada Water Gauging Station	Anderson River 7(1)(b) 107A/9-1

17. Fisheries Res. Board	Trailer Facilities (size to be determined)	Eskimo Lakes 7(1)(b) 107D/12-3
18. DND	Buffer Area Surrounding Receiver Site (OIC PC 1973-1924)	Inuvik 7(1)(a) 12.5 mi.^{2} centred on Lot 8 107B/7
19. DIAND	Northern Administration (Research)	Pearce Point 7(1)(b) 69°48′30″N 122°41′W 97D/14
20. DND	DEW Line Site	Clinton Point 7(1)(b) 97D/4-1
21. DIAND	Waste Metal Depot	Kittigazuit 7(1)(b) 107C/7-52

ANNEX S

Old Crow/Inuvialuit Reciprocal Harvesting Agreement

WHEREAS: The Inuvialuit recognizes and support the claim of the Old Crow People for exclusive hunting, trapping and fishing rights yet to be negotiated with the Government of Canada to the south of the Watershed between the flats and the North Slope and

WHEREAS: The Old Crow people and CYI recognizing and support the exclusive rights of the Inuvialuit as contained in the Inuvialuit Agreement-in-Principle to the north of the Watershed;

Therefore the Inuvialuit and the Old Crow People agree:

1. The Inuvialuit shall hunt, trap and fish only to the north of the Watershed Boundary. Inuvialuit can hunt, trap or fish south of the Watershed Boundary only with permission of Old Crow.
2. The Old Crow people agree to hunt, trap and fish only to the south of the Watershed Boundary.

Old Crow People can hunt, trap or fish to the north of the Watershed Boundary only with the consent of the Inuvialuit Game Council.

This Agreement, upon ratification by the respective communities and organizations shall be included in any Land Claim Agreements and settlements which the Inuvialuit and Old Crow People reach with the Government of Canada.

Nothing in this agreement keeps Inuvialuit and Old Crow People from entering into further agreements to share wildlife.

It is understood that a Cooperative Caribou Agreement for the sharing of caribou shall supercede this agreement with respect to caribou.

August 18, 1979

for Old Crow

signed by:

Johnny Abel
Chief

Peter Benjamin
Member — J.P.G.

Renie Frost
Member — J.P.G.

Margaret Njootli
Member — J.P.G.

Lazarus Charlie
Member — J.P.G.

Bruce Charlie
Member — J.P.G.

for C.Y.I.
Harry Allen
President

for Inuvialuit

signed by:

Nellie Cournoyea
Member — J.P.G.

Barbara Allen
Member — J.P.G.

Tom Arey Jr.
Member — J.P.G.

Roy Hansen
Member — J.P.G.

Danny Gordon
Member — J.P.G.

for C.O.P.E.
Sam Raddi
President

Peter Green
Vice-President

Principles Concerning the Area of the Yukon North of the Porcupine River

1. The entire area is of special importance for wildlife production and hunting, trapping and fishing of the native peoples and as such must be given special recognition and protected status.
2. The Inuvialuit and the Old Crow people represent the predominant, if not the only, native groups in the area.
3. The Inuvialuit and Old Crow people agree that the area to the north of the Watershed between the flats and the North Slope shall be dedicated as a National Wilderness area.
4. The Inuvialuit support the claim of the Old Crow people for Fee Simple land to the Old Crow Flats.
5. The Inuvialuit support the Old Crow position that any area to the south of the Watershed Boundary to the Porcupine River that is not Old Crow Fee Simple land shall be protected through a public dedication.
6. The Inuvialuit and Old Crow people agree to negotiate, in the future, agreements for cooperative management between the Inuvialuit area in the North Slope and the Old Crow area to the south of the Watershed.

For Canada:

The Right Honourable Pierre E. Trudeau
Prime Minister of Canada

The Honourable John C. Munro
Minister of Indian Affairs
and Northern Development

Simon Reisman.

Simon Reisman
Chief Negotiator for Canada

Dennis Patterson

Dennis Patterson
Minister, Aboriginal Rights and
Constitutional Development
Government of the Northwest Territories

Chris Pearson
Government Leader
Government of Yukon

For the Committee for Original Peoples' Entitlement:

Peter Green

Peter Green
President

Nellie Cournoyea
Negotiator, Tuktoyaktuk

Charles Haogak
Vice-President
Director, Sachs Harbour

Andy Carpenter

Andy Carpenter
Negotiator, Sachs Harbour

Sam Raddi
Director, Inuvik

Robert Kuptana
Negotiator, Holman

Billy Day
Director, Inuvik

Nelson Green
Negotiator, Paulatuk

Eddie Gruben

Eddie Gruben
Director, Tuktoyaktuk

Mark Noksana
Negotiator, Tuktoyaktuk

Bertha Ruben

Bertha Ruben
Director, Paulatuk

Renie Arey

Renie Arey
Negotiator, Aklavik

Annie C. Gordon

Annie C. Gordon
Director, Aklavik

Agnes Semmler

Agnes Semmler
Negotiator, Inuvik

Elsie Klengenberg

Elsie Klengenberg
Director, Holman

Robert T. DeLury
Chief Negotiator for COPE

WITNESSES:

Richard Nerysoo

Maurice Lafontaine

Michael Flavell

Randal Pokiak

Randal Pokiak